GOVERNMENT OF ANDHRA PRADESH
ABSTRACT

Mines and Minerals - New Sand Policy - 2016 - Amendments to Rule 9 of Andhra Pradesh Minor Mineral Concession Rules, 1966 - Orders - Issued.

INDUSTRIES & COMMERCE (MII) DEPARTMENT

G.O.MS.No. 20 **Dated: 15-01-2016**

Read the following:

1) G.O.Ms.No.94, Industries & Commerce(M-IV) Department, dated 28.08.2014.
2) G.O.Ms.No.95, Industries & Commerce(M-IV) Department, dated 28.08.2014.
3) G.O.Ms.No.97, Industries & Commerce (M.IV) Department, dated 07.10.2014.
4) G.O.Rt.No.310, Industries & Commerce (M.IV) Department, dated 07.10.2014.
5) G.O.Ms.No.99, Industries & Commerce (M.IV) Department, dated 21.10.2014.
6) G.O.Ms.No.382, Industries & Commerce (M.IV) Department, dated 09.12.2014.
7) G.O.Ms.No.205, Industries & Commerce (M.IV) Department, dated 12.12.2014.
8) G.O.Ms.No.207, Industries & Commerce (M.IV) Department, dated 17.12.2014.
9) G.O.Ms.No. 19, Industries & Commerce (M.II) Department, Dated. 15- 01-2016.

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ORDER:

The following Notification shall be published in the Extra-Ordinary issue of the Andhra Pradesh Gazette with immediate effect.

NOTIFICATION

In exercise of the powers conferred by sub-section (1) of section 15 of the Mines & Minerals (Development & Regulation) Amendment Act, 2015, the Governor of Andhra Pradesh hereby makes the following amendments to Rule 9 of Andhra Pradesh Minor Mineral Concession Rules 1966 in supercession of the orders issued earlier vide references 1st to 8th read above.

AMENDMENT

In the said rules, in place of existing rules viz. 9-B to 9-U, the following shall be substituted.

"9-B: Lease of feasible Sand bearing areas in the State:-

(1) All the areas feasible for sand quarrying in the State shall be leased out for a period of one year through e-tender cum e-auction system subject to the conditions laid down for this purpose.

Provided that the Government reserves the right to allot any of the specified sand bearing area on nomination basis for consumption of sand in Government works such as Major Irrigation Projects, Capital Region Development and such other Public purposes on payment of the Seigniorage fees, contribution fund to District Mineral Foundation (DMF) and Mineral Exploration, Research and Innovation Trust (MERIT) at applicable rates.

(2) No in-stream mining of sand shall be allowed.

(3) No Sand Reach partly or fully falling in notified scheduled areas shall be leased out to any person who is not a member of Scheduled Tribe.

Provided that this sub-rule shall not apply to an undertaking owned or controlled by the State or Central Government or to a society registered or deemed to be registered under the Andhra Pradesh Co-operative Societies Act, 1964 which is composed solely of members of Scheduled Tribes.

(4) (i) Any Person/Society intending to claim leasehold rights under sub-rule 3 shall produce certificate issued by the competent authority specified by the Government to the effect that the said Person/Member of the Society belongs to Scheduled Tribe Category.

Explanation: For the purpose of this rule:-

(a) The expression "Schedule Tribes" shall have the same meaning assigned to it in Clause (25) of Article 366 of the Constitution of India; and
(b) The expression "Scheduled Areas" shall have the same meaning assigned to it in Paragraph 6 of the Fifth Schedule to the Constitution of India.

(5) The price of the sand for sale shall not be more than Rs.550/- per Cubic metre of sand in the state.

(6) The District Level Sand Committee (DLSC) shall consist of the following members:-

1.	The Joint Collector	Chairman
2.	Chief Executive Officer, Zilla Parishad	Vice Chairman
3.	Project Officer, ITDA	Member
4.	Project Director, District Water Management Agency(DWMA)	Member
5.	Revenue Divisional Officer concerned	Member
6.	Deputy Director, Ground Water Dept.	Member
7.	Executive Engineer, Irrigation Department	Member
8.	Executive Engineer, Rural Water Supply concerned	Member
9.	District Panchayat Officer	Member
10.	Asst. Director of Mines & Geology concerned	Member Convenor

(7) The District Level Sand Committee shall be the Competent Authority to decide on:-

(i) Identification of specified sand reaches for e-tender cum e-auction.
(ii) Fixation of the Value of the Reserves to arrive at Earnest Money Deposit (EMD).
(iii) Fixation of Minimum Bid Amount.
(iv) Conduct e-tender cum e-auctions for specified sand bearing areas.

(v) Constitution of flying squads/ task force to regulate sand mining and transportation in the district.

9-C. Identification of sand reaches.

1. The Joint Inspection Team comprising of Deputy Director, Ground Water Dept., Executive Engineer, Irrigation Department, Executive Engineer Rural Water Supply (RWS), Revenue Divisional Officer/ Tahsildar concerned and Asst. Director of Mines & Geology shall inspect and identify the sand bearing areas feasible for extraction of sand in the District and shall submit the report to the DLSC with their specific recommendations.

2. Responsibility of each member of the Joint Inspection Team:

   (i) The Deputy Director, Ground Water Department shall fix the geo-coordinates of the feasible sand bearing area covering a quantity preferably one lakh cubic metres, and examine the technical feasibility of sand extraction under AP WALT Rules, 2004.

   (ii) The Executive Engineer of Irrigation Department shall identify the ramps for the specified sand bearing area to extract and transport the sand.

   (iii) The Executive Engineer, RWS shall inspect the area to identify the drinking water structures.

   (iv) The Revenue Divisional Officer/Tahsildar shall fix the boundaries of the specified sand bearing area on ground and prepare sketches in FMB, Village Map or maps as the case may be.

   (v) The ADM&G concerned shall estimate the extractable sand quantity from the specified sand bearing area based on the thickness of the sand deposit.

3. Identification of feasible sand bearing areas shall be carried out on continuous basis or as decided by the Chairman, DLSC depending upon the prevailing conditions.

9-D: Procedures to be followed by the District Level Sand Committee (DLSC) for e-tender cum e-auction of feasible sand bearing areas:

(i) The DLSC shall arrive at the Value of Sand Reserves of the feasible sand bearing area by multiplying the estimated quantity of sand to be extracted during the tenure of auction with the upper limit of the sale price of sand per cubic metre as mentioned at Rule 9-B (5).

(ii) The DLSC shall fix the Minimum Bid Amount in the range of 15% - 20% of the upper limit of the sale price as mentioned at Rule 9-B (5).

(iii) The DLSC shall fix the period of lease for a maximum of one year depending on the estimated quantity of sand reserves and shall not consider extension of lease period beyond one year from the date of execution of lease deed under any circumstances.

(iv) The DLSC shall monitor the sand extraction, transportation and sale as per the instructions issued by the Director of Mines and Geology under Rule 9-G of these rules.

9-E: Inviting applications for conduct of sand e-tender cum e-auction:

(1) DLSC shall issue a Notice Inviting Tender (NIT) in Form-S1 in case of regular sand reaches and Form-S3 in case of de-siltation of sand from reservoirs and tanks for forward auction of the identified sand reaches.

(2) Auction shall be conducted only through e-tender-cum-e-auction platform. DLSC shall utilize the online e-tender cum e-auction platform prescribed by the Director of Mines & Geology.

(3) Eligibility Conditions

(a) Net worth of the bidder shall be at least 5% of the value of the sand reserves. The net worth will include bank deposits, national saving certificates, post office deposits, valuation certificate of the assets issued by a Chartered Accountant.
(b) Copies of IT returns for last two years alongwith copy of PAN card.
(c) Copy of Aadhar.
(d) A notarized affidavit on Rs.100 NJS paper declaring the leases for major and minor minerals held by the bidder in the state of A.P and no mineral revenue dues to the Government of AP.
(e) A notarized affidavit on Rs.100 NJS paper declaring that no criminal cases are pending or filed against the bidder.

(4) No person or company shall apply and hold more than two sand reaches in the state.

(5) A person or Company who are willing to excavate and sell the sand at equivalent or below the price mentioned at Rule 9-B(5) may participate in e-tender-cum-e-auction of the reach.

(6) Leases granted for sand by e-tender cum e-auction are not transferrable.

(7) EMD shall be 1.0% of the value of the estimated sand reserves but not less than Rs 1.00 lakh and to be deposited in the account as prescribed in the tender document.

(8) The tender fee for participation of e-tender cum e-auction is of Rs. 25,000 per reach upto 20,000 Cubic metres of Sand, Rs.50,000 for reach above 20,000 Cubic metres and upto 40,000 Cubic metres, and Rs.1 Lakh for reaches above 40,000 Cubic metres, and payable in the account as prescribed in the tender document.

(9) The bidders shall pay, for the purpose of payment to the State Government, a portion of the sale price per cubic metre above the "Minimum Bid Amount" with a minimum incremental value of Rs.2/- per Cubic Meters on each revision.

(10) The amount equivalent to the highest value offered through e-tender cum e-auction per cubic metre, offered by the successful bidder multiplied by the estimated quantity of sand reserves in the sand reach is the "Consideration amount"

(11) The bidders shall be provided a maximum of 3 weeks from issue of Notice Inviting Tender (NIT) for complying with eligibility conditions, and the bidding process shall commence on expiry of such period.

(12) The auction shall be an ascending forward online electronic auction and shall comprise of the following phases, namely

(a) First phase commencing from issue of NIT:-

(i) The bidders shall submit a technical bid comprising amongst others, documentary evidence to confirm eligibility to participate in the e-tender cum e-auction,

(ii) EMD and such other documents and payments as may be specified in the tender document

(iii) Only those bidders who are found to be eligible in accordance with the terms and conditions of eligibility as specified in tender document shall be referred to as "Technically Qualified Bidders" and are only eligible to participate in e-tender cum e-auction;

(iv) Submission of technical bid, along with tender fee and EMD, implies that the bidder has accepted the terms and conditions of tender document and bidder shall abide by the same.

(b) The second phase comprises of:-

(i) The Technically Qualified Bidders may submit their price offer which shall be a portion of the sale price per cubic metre of sand, which is greater than the "Minimum Bid Amount" notified by the Government.

(ii) The final consideration amount may be revised till the conclusion of the e-tender cum e-auction as per the technical specifications of the auction platform;

(iii) Bidders may quote their bid value on e-tender or e-auction or both. However, bid value on e-tender can be quoted only once, whereas during the e-auction, bidders get a chance to quote a value higher than the prevailing highest value at the given time.

(iv) The Technically Qualified Bidder who offer the highest consideration amount shall be declared as the "Successful Bidder" on conclusion of the e-tender cum e-auction.

(v) When the Technically Qualified Bidders do not participate in the second phase of e-tender or e-auction, their EMD shall be forfeited and shall be disqualified from the tender process.

(vi) The EMD of unsuccessful bidders will be returned within fortnight of conclusion of the e-tender cum e-auction.

(13) In case, Technically Qualified Bidders are less than three in the first attempt, the auction shall be cancelled.

(14) The DLSC may, decide not to annul the auction process if even in the second attempt, the total number of technically qualified bidders continues to be less than three. However, even in the second attempt, if only one Technically Qualified Bid is received, the auction shall be annulled.

(15) The Government reserves right to cancel the e-tender cum e-auction of any feasible sand bearing area notified for auction at any stage without assigning any reasons therefor.

9-F: Grant of leasehold right to the Successful Bidder for Extraction and Sale of Sand:

(1) The Successful Bidder shall pay twenty five per cent (25%) of the Consideration Amount within immediate next working day from the date of conclusion of e-tender cum e- auction.

(2) The Member Convenor shall issue a letter of intent (LoI) to the Successful Bidder, within two working days after receipt of the first installment of the consideration amount.

(3) The Successful Bidder shall, within 45 (forty five) days from the date of conclusion of e-tender cum e-auction,:

i. Pay the balance seventy five per cent (75%) of the Consideration Amount.
ii. Submit Approved Mining Plan, Environmental Clearance, Consent for Establishment and Ramp Clearance obtained from the concerned Executive Engineer, Irrigation Department.
iii. Pay an amount equivalent to 2% of the value of sand reserves towards Security deposit in the form of Bank Guarantee issued by any Nationalized Bank.

(4) The consideration amount shall be deposited to the Head of Account prescribed for this purpose.

(5) The Member Convenor shall, on receipt of payment of remaining 75% of Consideration Amount and submission of statutory clearances by the successful bidder, submit proposal to the District Collector through the Chairman, DLSC and the District Collector shall grant quarry lease for the specified sand bearing area within seven days, of submission of proposal.

(6) The Member Convenor, on payment of Seigniorage Fee, contribution fund to DMF and MERIT at applicable rates, for the total estimated quantity of sand by the successful bidder, shall execute the lease deed within 3 working days from the date of issue of grant order in Form-S4 or Form-S6 for regular sand reaches, de-siltation of sand from reservoirs as the case may be.

(7) After auction of sand reaches, DLSC will fix transportation cost duly considering distance bands suitable to the district geography (e.g. up to 50 Km, 50 to 100, 100 to 150 Km and so on) mutually agreeable to DLSC and Lessees in consultation with RTO/DTC of Transport Dept.

(8) The Member Convenor shall forfeit the EMD and 25% consideration amounts paid by the successful bidder when the bidder fails to fulfill the time bound conditions in the Auction notification and the reach will be put for re-auction.

(9) The successful bidder shall obtain Approved Mining Plan, Environmental clearance and consent for Establishment not later than 45 Days from date of issue of Letter of Intent (LOI). Failure to obtain all clearances shall result in cancellation of Bid and forfeiture of all amount and securities paid so far.

(10) The successful bidder shall submit a copy of VAT Registration Certificate before start of sale of sand.

(11) The government shall not be liable in case of any change in law or in statutory clearances.

9-G: Director Of Mines and Geology shall issue operational guidelines for extraction and sale of sand to maintain environmentally sustainable sand mining in the State.

9-H: The State Level Committee shall consists of :-

i. Chief Secretary – Chairman
ii. Spl. Chief Secretary, Rural Development Dept.
iii. Principal Secretary, Irrigation & CAD Dept.
iv. Secretary (Mines), Industries & Commerce Dept.
v. Director General of Police, AP
vi. Commissioner, Rural Development.
vii. Commissioner, Transport Department.
viii. Director, Ground Water Dept.
ix. Engineer–in-Chief (Major Irrigation), I & CAD.
x. Engineer–in-Chief (Medium Irrigation) I & CAD.
xi. Engineer–in-Chief (Minor Irrigation) I & CAD.
xii. Engineer-in-Chief, Roads & Buildings Department.
xiii. Engineer-in-Chief, RWS Department.
xiv. Director of Mines & Geology – Member Convener.

The State Level Committee shall meet atleast once in a period of three months to review the performance and issue guidelines for proper implementation of the rules.

9-I: Regulation of Sand extraction in III Order Streams/Rivers:

(1) Regulation of Sand extraction up to III Order Streams shall be in accordance with Rule 23(1)(a) of AP WALT Rules 2004.

Provided that transportation of sand from these areas shall be through bullock carts only for local use and sand transportation from these areas shall be:

(i) On payment of Seigniorage Fee, contribution fund to DMF and MERIT at applicable rates:

(a) for weaker section housing schemes and Swachh Bharat related activities on a certificate issued by any officer nominated by the District Collector to the concerned department head of the district;

(b) for self consumption by the local habitants basing on the actual requirement

(ii) Sand consumed in local Government works on payment of Seigniorage fees.

(2) Any indiscriminate sand mining in the areas of below III Order Streams shall be dealt under rule "9-Q offences" by the Tahsildar concerned and the Mandal Parishad Development officer concerned , or any other officer authorized in this behalf by the DLSC.

(3) Mandal shall be treated as a unit for free movement of sand within the jurisdiction.

(4) The DLSC reserves the right to allot the feasible sand bearing areas through e-tender cum e-auction, if the thickness of sand is more than 3 Mts and the sand reserve is more than 20,000 Cbm.

9-J: De-siltation of Reservoirs and Tanks:

(1) Govt. reserves the right to allot all or any of the Reservoirs to Public Sector Undertakings (PSU) on nomination basis for sale of sand sourced through de-siltation process.

(2) The Chief Engineer, Supdt. Engineer or Executive Engineer as the case may be, shall submit the proposals of de-silting of major, medium and minor reservoirs to District level Sand Committee.

(3) The DLSC shall issue notification inviting bids for allotment of the areas proposed for de-siltation in the form prescribed under Rule 9-E.

(4) The auction procedures and granting of lease is as per Rule 9-E and 9-F stated for regular sand reaches in the District excluding the process of obtaining AMP, EC, CFE and CFO since it is a de-siltation activity.

(5) The Successful bidder shall carryout de-siltation as per the instructions issued by the Irrigation & CAD Department.

(6) The successful bidder shall identify a specified sand stock yard and transport the desilted sand to the stock yard with e-transit form issued by the ADM&G concerned in Form – S12.

(7) The successful bidder shall obtain Mineral Dealer License from the Deputy Director of Mines and Geology concerned and dispatch the sand along with transit pass in Form-E issued by the ADM&G concerned.

(8) De-siltation, transportation and sale of sand shall be as per the conditions laid down in Rule-9E & 9F.

9-K: De-casting Patta Lands:

(1) The DLSC shall issue notice, in Form S-2, inviting applications from the flood affected pattadars or registered consent holders of the pattadars whose lands are abutting the river banks and interested to de-cast sand from their pattalands for reclamation of land for agricultural purpose.

(2) The Member Convenor, DLSC shall refer the applications received from the pattadars to the Tahsildar concerned.

(3) The Tahsildar concerned shall inspect the applicant's area and submit a report on the following points:

a. Verification of genuineness of the information furnished by the applicant.

b. Identification of boundaries of the pattalands and demarcating the area on FMB and Village map.

c. Geo-coordinates of the patta land.

(4) The joint inspection team of the DLSC shall inspect the pattaland and assess the quantity and value of the Sand Reserves proposed to be de-casted.

(5) The DLSC shall charge the pattadar to pay the highest Consideration Amount paid by the successful bidder in the District, Seigniorage Fee, contribution fund to DMF and MERIT, and other taxes as applicable for the estimated quantity of sand.

(6) The Pattadar or his registered consent holder shall also pay an amount equivalent to 2% of the value of sand reserves towards Security deposit in the form of Bank Guarantee issued by any Nationalized Bank.

(7) After receipt of the consideration amount, Seigniorage Fee, contribution fund to DMF and MERIT, and other taxes as applicable for the estimated quantity of sand, Security Deposit, the Member Convenor shall issue letter of intent to the pattadar or consent holder to submit Environmental Clearance, Consent for Establishment and Consent for Order within 45 days.

(8) The Member Convenor shall, on receipt of statutory clearances from the successful bidder, submit proposals to the District Collector through the Chairman, DLSC and the District Collector shall grant quarry lease for the specified sand bearing area within seven days of such submission

(9) The Member Convenor, on payment of Security deposit, shall execute the lease deed within 3 working days from the date of issue of grant order in Form-S5 for de-casting sand from patta lands.

(10) The ADM&G concerned shall issue transit forms through e-permit system for the quantities intend to be dispatched.

9-L: <u>Responsibilities of the successful bidder/Pattadar:</u>

The successful bidder/Pattadar shall:

(1) Pay consideration amount, Seigniorage Fee, contribution fund to District Mineral Foundation (DMF) and MERIT as applicable, IT and other applicable taxes at the prevailing rates.

(2) (i) Pay Seigniorage Fee, contribution fund to DMF and MERIT at applicable rates, for the total estimated quantity of sand before execution of the lease deed, in case of feasible sand bearing area leased out through e-tender cum e-auction or the area proposed for de-siltation as the case may be.

(ii) Pay Seigniorage Fee, contribution fund to DMF and MERIT at applicable rates, for the total estimated quantity on receipt of LOI from the Member Convener in case of pattalands.

(3) Obtain Approved Mining Plan from the competent authority.

(4) Obtain Environmental Clearance, CFE & CFO from the competent authorities.

(5) May, if required, establish stock yard and obtain Mineral Dealer license from competent authority under APMD Rules 2000.

(6) The expenditure required for obtaining all clearances shall be met by the successful bidder.

(7) Abide by the provisions of MMDR Act 2015 and rules made there under, the River Conservancy Act, 1884, AP WALT rules 2004, and the Environment Protection Act, 1986, subsequent amendments issued by the State and Central Governments and their agencies from time to time.

(8) Conduct operations as stipulated in these Rules and in accordance with the conditions imposed in Approved Mining Plan & Environment Clearance issued by MoEF, CFE & CFO issued by APPCB.

(9) Not quarry within 500 Metres of any existing structure such as bridges, dams, weirs or any other cross drainage structures. The local officials of the respective departments shall protect their structures and to establish and maintain a signboard at periphery of 500 mts distance indicating that no sand mining is allowed.

(10) Not permit tractors carrying sand to ply over the flood banks except at cross points or bridges.

(11) Extract the sand manually.

(12) Extract and sell sand from the reach/pattaland or dispatch sand to the stock yard along with Form-S10 or Form-S12 as the case may be through Tractors only of each 3 Cum.

(13) Extract the sand, at least 70% of the monthly production quantity as per the approved mining plan. In case of a shortfall in the monthly production, one time Seigniorage fee, contribution funds to DMF and MERIT as applicable, shall be levied and collected towards penalty for the shortfall quantity.

(14) Obtain transit passes from the Member-Convener under the Andhra Pradesh Mineral Dealer Rules, 2000 to sell sand from the stockyard.

(15) Abide to sale sand at not more than the upper limit of the sale price as mentioned at Rule 9-B(5).

(16) Maintain daily production and dispatch register in Form-S7, Form-S8 or Form-S9 as the case may be.

(17) Furnish online returns prescribed under various statutes to the Member-Convener.

(18) Dispatch the sand from the stock yard within 15 days from the date of expiry of the Mineral Dealer License Period. If the successful bidder does not remove the extracted sand from the stockyard area within the said period, it shall be the property of the Government and the District Level Sand Committee (DLSC) shall dispose the same in through e-tender cum e-auction.

(19) A penalty of Rs 1000 per Cu. Mt. or Rs 1,00,000/-, whichever is higher, shall be levied for quarrying of sand beyond the specified limits or in excess of thickness permitted.

(20) In the event of contravention of any of the conditions/rules during extraction of sand, the District collector shall, after giving a notice of (7) days, terminate the lease, forfeit the security deposit paid at the time of execution of lease deed and take possession of the area.

9-M: Remittance of Seigniorage Fee to Zilla Parishad General Funds:

Seigniorage Fee shall be remitted to the General Funds under the Head of Account of Zilla Parishad.

9-N: Ban on sand transportation across border:

(1) No transportation of sand from the State shall be made across the border to other States.
(2) An amount of Rs.400/- per cubic metre of sand shall be collected from the person who transports sand from other States.

9-O: Exit Plan for the existing leases:

i. For all III order streams, SHGs (MACs) shall hand over the sand reaches to the local Panchayath Secretaries from 01.02.2016.

ii. Regarding IV, V and above order streams, SHGs (MACs) shall hand over existing reaches to the Officer authorized by DLSC w.e.f 01.02.2016 and these sand reaches will be allotted through e-auction for the balance quantity of sand available in the reaches as on 01.02.2016 as per their respective EC approved quantities. DLSC is authorized to initiate auction process well in advance to enable successful bidders to take over the sand reaches immediately after 01.02.2016.

9-P: Manufactured Sand as alternative to natural sand:

(1) Manufactured Sand in the form of Crushed Stone Sand shall be encouraged as an alternative to River sand in order to conserve Rivers and streams.

(2) Specific policy for Manufactured Sand will be issued separately.

(3) The Government of Andhra Pradesh will also promote construction technologies that consume less sand like Autoclaved Aerated Concrete (AAC), pre-fabricated structures made of fly ash or recycled construction waste.

9-Q: Offences:

(1) Transportation of sand without valid documentary evidence shall be penalized as follows:

Vehicle Type	First time offender fine Amount (in Rs.)	Second time offender fine Amount (in Rs.)
Tractor	25,000	50,000
Lorry upto 10 Tons Capacity	75,000	1,50,000
Lorry above 10 Tons Capacity	1,00,000	2,00,000

(2) Penalty of Rs.2,000/- per Cubic meter shall be levied and collected over the excess sand lifted over and above the permitted quantities.

(3) Vehicles involved in illegal transportation of sand on more than 2 occasions shall be confiscated by any officer authorized by the Joint Collector and Addl. District Magistrate through notification from time to time.

(4) The offence committed under sub rule (5) shall be a cognizable Offence under Section 379 of Criminal Procedure Code (CrPC).

(5) Any machinery like JCB, Poclains etc., involved in illegal sand mining, a penalty of Rs.2.00 lakhs shall be levied and collected from the person responsible for such act. In case of repeated violation, the machinery shall be confiscated and disposed in public auction.

(6) Whenever any person extracts sand or has extracted sand without any lawful authority and already disposes off, or has disposed, the officer authorized in this behalf by the Joint Collector and Addl. District Magistrate shall assess such quantity of sand and levy and collect @ Rs.2,000/- per cubic metre of sand or Rs. 2.00 lakhs whichever is higher, as penalty.

(7) If any un-authorized stocking of sand is found, such stocks of sand shall be seized by the officer authorized in this behalf by the Joint Collector and Addl. District Magistrate and shall be disposed by him through e-tender cum e-auction

(8) The Director of Mines and Geology shall maintain a website for the purposes of building the data of vehicles penalized.

(9) An authorized officer who seizes any vehicle / machinery shall order confiscation of the vehicle so seized, and present it before the Joint Collector & Additional District Magistrate, who shall dispose the vehicle in e-tender cum e-auction.

(10) No order of confiscation of any vehicle/ machinery shall be made unless the person from whom the vehicle /machinery is seized is given:-

i. A notice in writing is provided to the owner (as per records of the Transport Dept) informing the person of the grounds on which it is proposed to confiscate such property.
ii. An opportunity of making a representation in writing and in person within 7 days against the proposed confiscation; and

(11) Any officer who seizes any vehicle / machinery where he makes a report of such seizure to the competent authority shall place the same in the custody of the nearest Police station.

(12) The vehicle/machinery seized under this rule shall be kept in the custody of the Station House Officer/Motor Vehicle Inspector concerned until an order of the Competent authority directing its disposal is received.

9-R: Appeal and Revision:

i. Up to III order Streams/Rivers:

a) Any person aggrieved by an order passed by Tahsildar / MPDO / an officer authorized by DLSC may prefer an appeal before the DLSC within fifteen (15) days from the date of receipt of such order.
b) Any person aggrieved by an order of the Chairman, DLSC may prefer a revision before the District Collector within fifteen (15) days from the date of receipt of such order.

ii. IV, V & above order Streams/Rivers:

a) Any person aggrieved by an order passed by DLSC / District Collector may prefer an appeal / a revision before the Director of Mines & Geology/ State Government as prescribed under Rule 35 of APMMC Rules, 1966.

b) In case of orders involving penalty, the person aggrieved by such orders, shall file the revision duly paying 50% of the demanded amount as deposit in the form of demand draft drawn in favour of the Asst. Director of Mines & Geology concerned.

9-S : Saving:

1) The provisions of the Andhra Pradesh Minor Mineral concession rules, 1966 is applicable for the matters not mentioned herein.
2) The Government shall have the right to give clarifications from time to time for effective implementation of these rules.

Encl: (Forms S1 to S12 & Tender document)

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

M.GIRIJA SHANKAR
SECRETARY TO GOVERNMENT (FAC)

To
The Commissioner of Printing, Stationary & Stores Purchase (Ptg. Wing) Hyderabad. (He is requested to publish the above Notification in the Extra - Ordinary issue of A.P. Gazette, with immediate effect and arrange to send 500 copies of the same to Government in Industries & Commerce (MII) Department).

The Director of Translation, Andhra Pradesh, Hyderabad. (He is requested to furnish the Telugu version of the Notification direct to the Commissioner, Printing, Stationary & Stores Purchase (Ptg. Wing), Hyderabad).

The Director of Mines & Geology, Hyderabad.
All District Collectors in the State.
All Joint Collectors in the State.
All Joint Directors of Mines & Geology. }
All Deputy Directors of Mines & Geology } through Director of
All Assistant Directors of Mines & Geology } Mines & Geology
All Departments of Secretariat, Hyderabad.
The Commissioner of Panchayat Raj, Hyderabad
The Commissioner and Director of Municipal Administration, Hyderabad.
The Panchayat Raj & Rural Development (Pts.III) Department.

Copy to:

The Secretary to Government of India, Department of Mines, New Delhi.
The Law (H) Department.
The Industries and Commerce (M.I/M.III) Department.
The P.S. to Hon'ble Chief Minister.
The P.S. to Hon'ble Minister for Mines and Geology.
The P.S. to Secretary to Government, Industries & Commerce Department.
The Member Secretary, SIEAA, Ministry of Environment & Forests through Member Secretary, A.P. Pollution Control Board, Hyderabad.
Sf/Sc.(C.No.17620/MII/(1)/2015)

// Forwarded :: By Order//

Section Officer

FORM S-1

(See Rule 9-E (1))

NOTICE INVITING e-TENDER cum e-AUCTION (NIT) FOR GRANT OF QUARRY LEASES FOR ORDINARY SAND IN THE IDENTIFIED FEASIBLE SAND BEARING AREAS IN _____DISTRICT.

Collectorate – District

Notification No. _____
Date. _____

Notice is hereby given inviting e-bids in digital form from eligible bidders for e-tender cum e-auction of quarrying leases from the identified sand reaches for a period of _____(as fixed by the DLSC) from the date of execution of the lease deed. The right of quarrying will be given through e-Tender cum e-auction. The details of areas proposed for e-tender cum e-auction are described in the schedule given below:-

Sl. No.	Name of the Reach / Village & Mandal	Geo-coordinates of the area with Datum.	Area in Hectares	Estimated reserves of sand (Cu.Mts.)	Details of ramp point
1	2	3	4	5	6

Terms and conditions, time lines for participation in the e-tender cum e-auction etc. are provided in the tender document. The blank format of model e-tender document is available free of cost and can be downloaded from the website of MSTC Ltd. i.e. www.mstcecommerce.com and Director of Mines and Geology i.e. htpp://www.aponline.gov.in from _____2016 onwards for information purpose only. Timelines, notifications, updates and other details connected with e-tender cum e-auction process are available in the website of www.mstcecommerce.com.

Bidders who agree to sell sand at a price not more than maximum sale price of sand, i.e. Rs 550 per cu mt as specified by the Government shall participate in the e-tender cum e-auction process. Those who are interested and eligible can participate in the bidding only after online payment of a non-refundable tender fee of INR 25,000 for reach up to 20,000 Cum of sand, INR 50,000 for reaches above 20,000 Cum and up to 40,000 Cum of sand and INR 1,00,000/- for reaches above 40,000 cum of sand, as the case may be, and download the tender document from the website of e-tender cum e-auction platform provider. Bidders shall be able to make payment of the tender document fee through NEFT/RTGS/Net banking (through the payment gateway of e-tender cum e-auction platform). On payment of the tender fee, eligible bidders can register themselves in the above mentioned website after payment of registration charges of INR 10,000 and service tax (14.5%) and on successful registration, they will get necessary login ID and Password to proceed further with the e-tender cum e-auction process.

Last date for online purchase of Tender Document is _____, 2016 and the last date for submission of the bid is 16.00 Hours IST on _____, 2016. Any further communications, amendments etc. shall be available on the above website of MSTC and the websites of Directorate of Mines and Geology, the Auctioning Authority reserves the right to:

Station:

(i) Reject any or all bids without assigning any reasons whatsoever,

(ii) Reschedule/postpone the e-tender cum e-auction date(s) due to any unforeseen circumstances at any stage of the e-tender cum e-auction process.

(iii) Cancel the e-tender cum e-auction notification without assigning any reasons whatsoever.

Date:

Joint Collector & Chairman
District Level Sand Committee,

_____District.
(Notifying & Auctioning Authority)

FORM S-2

(See Rule 9-K(1))

Notice inviting representations from the pattadars willing to de-casting of sand from their pattalands.

Collectorate – District

Notification No. _____

Date. _____

Notice is hereby given inviting applications from the pattdars whose lands are abutting the river bank and whose lands are affected by the floods and willing to reclaim their lands for growing crops. The right of de-casting and transportation of sand will be given against the payment of the highest Consideration Amount paid by the successful bidder in the District, Seigniorage Fee, DMF and other taxes as applicable for the estimated quantity of sand.

Those who are interested to de-cast sand from their pattalands or their registered consent holders may submit their applications in the following proforma (in triplicate) to the Asst. Director of Mines and Geology, _____ & Member Convenor, DLSC within 15 days from the date of this notification.

Application Proforma:

1. Name & Address of the Pattadar.
2. Location of the land for de-casting of sand.
   (a).Sy.No.
   (b).Village
   (c).Mandal
3. Extent of the land.
4. Details of pattadar passbook (enclose a Xerox copy).
5. Sketch on FMB and Village Map showing the area proposed for de-casting.
6. Copy of Aadhar Card.
7. Copy of PAN Card.
8. Registered consent of the pattadar, in case the application is made by other than the pattadar.

Signature of the Pattadar/registered consent holder

Station:

Date:

Joint Collector & Chairman

District Level Sand Committee,

_____District.

(Notifying & Auctioning Authority)

FORM S-3
(See Rule 9-E (1))
NOTICE INVITING e-TENDER cum e-AUCTION (NIT) FOR GRANT OF QUARRY LEASES FOR SAND SOURCED FROM DE-SILTATION

Notification No. _____
Collectorate – District

Date. _____

Notice is hereby given inviting e-bids in digital form from eligible bidders for auction of leases towards de-silting the following reservoirs for a period of _____(as fixed by DLSC) from the date of execution of the lease deed. The right of de-siltation will be given through e-tender cum e-auction. The details of areas proposed for e-tender cum e-auction are described in the schedule given below:-

Sl. No.	Name of the Reservoir	Location of the proposed area	Estimated reserves of sand (Cu.Mts.)	Details of ramp point
1	2	3	4	5

Terms and conditions, time lines for participation in the e-tender cum e-auction etc. are provided in the tender document. The blank format of model e-tender document is available free of cost and can be downloaded from the website of MSTC Ltd. i.e. www.mstcecommerce.com and Director of Mines and Geology i.e. htpp://www.aponline.gov.in from _____2016 onwards for information purpose only. Timelines, notifications, updates and other details connected with e-tender cum e-auction process are available in the website of www.mstcecommerce.com.

Bidders who agree to sell sand at a price not more than maximum sale price of sand, i.e. Rs 550 per cu mt as specified by the Government shall participate in the e-tender cum e-auction process. Those who are interested and eligible can participate in the bidding only after online payment of a non-refundable tender fee of INR 25,000 for reach up to 20,000 Cum of sand, INR 50,000 for reaches above 20,000 Cum and up to 40,000 Cum of sand and INR 1,00,000/- for reaches above 40,000 cum of sand, as the case may be, and download the tender document from the website of e-tender cum e-auction platform provider. Bidders shall be able to make payment of the tender document fee through NEFT/RTGS/Net banking (through the payment gateway of e-tender cum e-auction platform). On payment of the tender fee, eligible bidders can register themselves in the above mentioned website after payment of registration charges of INR 10,000 and service tax (14.5%), and on successful registration, they will get necessary login ID and Pass Word to proceed further with the e-tender cum e-auction process.

Last date for online purchase of Tender Document is _____, 2016 and the last date for submission of the bid is 16.00 Hours IST on _____, 2016. Any further communications, amendments etc. shall be available on the above website of MSTC and the websites of Directorate of Mines and Geology, the Auctioning Authority reserves the right to:

(i) Reject any or all bids without assigning any reasons whatsoever,
(ii) Reschedule/ postpone the e-tender cum e-auction date(s) due to any unforeseen circumstances at any stage of the e-tender cum e-auction process.
(iii) Cancel the e-tender cum e-auction notification without assigning any reasons whatsoever.

Station:
Date:

Joint Collector & Chairman
District Level Sand Committee,
_____District.

FORM S-4
Lease Deed for Sand Reach
(See Rule 9-F(6))

This agreement entered into on this _____day of _____of _____ between the District Level Sand Committee represented by its Member Convenor and Assistant Director of Mines & Geology _____ District on behalf of Government of Andhra Pradesh, referred to as the Lesser, which expression shall unless repugnant to the subject or context mean and include its successors, assignees and representatives etc., on one part.

A
N
D

Sri/M/s. _____S/o. _____residing at

_____hereinafter referred to as the Lessee) which expression shall include its successors in interest, legal representatives etc., on other part.

Whereas the District Level Sand Committee vide notification No._____ dated:_____invited online applications for extraction of sand from the Sand reach in between the following Geo-Coordinates situated in Sy.No. _____ _____Village of _____ Mandal and _____ District and transportation to the specified stockyard at Sy.No. _____Village _____Mandal through e-tender cum e-auction system and disposal of sand from the authorized stockyard.

Geo- Co-ordinates (with Datum)

The District Collector _____District granted the sand reach vide Proceedings No. _____, dt:_____. This lease is subject to the extent, terms & conditions of notification and Andhra Pradesh Minor Mineral Concession Rules 1966.

NOW IT IS MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. SCOPE OF THE WORK:
   (i) The lessee shall extract sand within the given Geo co-ordinates from the sand reach situated at _____ , & _____, transport to the specified stockyard by tractors having capacity not more than 3 Cu.Mt. and dispose sand from the reach/stockyard at the rate fixed as per rules.

2. PERIOD OF LEASE:
   (i) The lease deed shall be in force with effect from _____ and shall expire on _____.
   (ii) The period of lease shall not be extended.
   (iii) The lease is not transferable.

3. QUANTITY OF SAND TO BE EXTRACTED:
   i. The Lessee shall extract sand manually.
   ii. The Lessee shall extract the indicated quantity from the specified sand bearing area as notified, during the period of agreement in consonance with Approved Mining

Plan/Environment Clearance/ Consent for Establishment & Operation.

iii. The Lessee while extracting sand shall confine to the thickness specified in the Approved Mining Plan and to the boundaries notified.

iv. The Lessee shall extract indicated quantity of sand during the period of agreement and transport to specified stockyard duly paying prevailing Seigniorage Fee and other incidental charges there upon in advance from time to time.

v. The Lessee shall obtain Mineral Dealer License as per A. P. Mineral Dealer Rules, 2000 for stocking of sand from the specified sand bearing area.

vi. The Lessee shall dispatch sand from the specified stockyard after obtaining Transit Passes in Form-E from the competent authority.

vii. The Lessee shall maintain true records of dispatch of sand from the specified sand bearing area to the specified stockyard and shall file daily e-report on the quantity of sand extracted to the Member Convenor/Joint Collector/District Level Committee and Asst. Director of Mines & Geology concerned.

viii. The Lessee shall maintain true records of dispatch of sand from the specified stockyard and file returns to the competent authority as per A.P. Mineral Dealer Rules, 2000.

4. Conditions: The lessee shall

I. Abide by the conditions and the rules made under River Conservancy Act, 1884, Andhra Pradesh Water Land & Trees Act 2002 and Environment Protection Act 1986 and subsequent amendments issued by the State and Central Governments from time to time.

II. The lessee shall extract and transport at least 70 percent of the production target mentioned for the month in the Approved Mining Plan and Environmental Clearance issued. When the lessee unable to extract and transport minimum 70% of the production as per the Approved Mining Plan and Environmental Clearance, the lease holder liable to pay penalty of an amount equivalent to the Seigniorage fee and other applicable charges on the un-dispatched balance quantity from the minimum 70 percent production.

III. Conduct operations as stipulated in these Rules and in accordance with the conditions imposed in Approved Mining Plan & Environment Clearance issued by MoEF, CFE & CFO issued by APPCB.

IV. Not carryout quarrying within 500 Meters of any existing structure such as bridges, dams, weirs or any other cross drainage structures. The local officials of the respective departments shall protect their structures and to establish and maintain a signboard at periphery of 500 mts distance indicating that no sand mining is allowed.

V. Not allow Tractors carrying sand to ply over the flood banks except at cross points or bridges.

VI. Extract Sand manually and shall not use machinery for extraction of sand.

VII. Extract and dispatch sand to the specified stock yard along with Form-S10 through Tractors only of each 3 Cum. No direct sale of sand shall be made directly from the sand reach.

VIII. Obtain transit passes from the Member-Convener under the Andhra Pradesh Mineral Dealer Rules, 2000 to sale sand from the stockyard.

IX. Abide to sell sand at not more than the upper limit of the sale price as prescribed by the State Government.

X. Maintain daily production and dispatch register in Form-S7, Form-S8 or Form-S9 as the case may be.

XI. Furnish online returns prescribed under various statutes to the Member-Convener.

XII. Extract sand from the specified sand bearing area in a systematic manner as per approved mining plan and Environment Clearance issued by Ministry of Environment and Forests.

XIII. Not use Tractors more than 3 Cu. Mt. capacity for transportation of sand from

specified sand bearing area to stock yard.

XIV. Use the ramp points permitted by the Executive Engineer/ River Conservator.

XV. Not allow tractors carrying sand to ply over the flood banks except at approved ramp points.

XVI. Use the paths authorized by the Tahsildar concerned to approach the specified sand bearing area.

XVII. Not extract sand more than the permitted quantity and beyond the specified thickness. Sand extracted beyond the specified boundaries or in excess of permitted thickness shall be treated as unauthorized sand extraction and liable for penalization.

XVIII. Erect and maintain at his own expense, boundary pillars at each corner or angle in the line of boundary of the Specified Sand Bearing Area allotted.

XIX. A penalty of Rs 2000 per Cu. Mt. or Rs 1,00,000/-, whichever is higher, shall be levied for quarrying of sand beyond the specified limits or in excess of thickness permitted.

XX. In the event of contravention of any of the conditions/rules during extraction of sand, the District collector shall, after giving a notice of (7) days, terminate the lease, forfeit the security deposit paid at the time of execution of lease deed and take possession of the area.

XXI. The sand extracted from the lease and not removed from the stockyard by the successful bidder before the date of expiry of the Mineral Dealer License, shall dispatch within 15 days. If the successful bidder does not remove the extracted sand from the stockyard area within the said period, it shall be the property of the Government and the District Level Sand Committee (DLSC) shall dispose the same in through e-tender cum e-auction.

5. SAND LEASE GRANTED THROUGH E-TENDER CUM E-AUCTION IS NOT TRANSFERABLE.
6. FAILURE AND TERMINATION:

The granting authority shall terminate the lease agreement, forfeit the security deposit and take possession of the area, order for seizure of sand stocks from the specified stockyard on contravention of any of rules and conditions of the agreement.

LESSEE LESSOR

FORM S-5
Lease Deed for De-Casting of Sand from Pattalands
(See Rule 9-K(9))

This agreement entered into on this _____day of _____of _____ between the District Level Sand Committee represented by its Member Convenor and Assistant Director of Mines & Geology _____ District on behalf of Government of Andhra Pradesh, referred to as the Lessee, which expression shall unless repugnant to the subject or context mean and include its successors, assignees and representatives etc., on one part.

AND

Sri/M/s. _____S/o. _____residing at _____herein after referred to as the Lessee) which expression shall include its successors in interest, legal representatives etc., on other part.

Whereas the District Collector _____District granted lease in favour of _____, the lessee, to de-cast _____ cum of sand from an extent of _____ Hectares in Sy.No._____, _____ Village, _____ Mandal, _____ District vide Proceedings No. _____, dt:_____. This lease is subject to the terms & conditions of notification and Andhra Pradesh Minor Mineral Concession Rules 1966.

NOW IT IS MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. SCOPE OF THE WORK:

(i) The lessee shall de-cast _____cum of sand from an extent of _____ Hectares in Sy.No._____, _____ Village, _____ Mandal, _____ District.

2. PERIOD OF THE LEASE:

(i) The lease shall be inforce with effect from _____and shall expire on _____
(ii) The period of lease shall not be extended.
(iii) The lease is not transferable.

3. QUANTITY OF SAND TO BE EXTRACTED:

(i) The Lessee shall de-cast a quantity of _____cum of sand only from the permitted area during the period of lease in

consonance with Environment Clearance/Consent for Establishment & Operation.

(ii) The Lessee while de-casting sand shall confine to the thickness (depth) specified and to the boundaries notified.

(iii) The Lessee shall dispatch sand from the permitted area after payment of Seigniorage Fee and other incidental charges and obtain e-Transit Form in Form S-11 from the Asst. Director of Mines & Geology concerned .

(iv) The Lessee shall maintain true records of dispatch of sand from the permitted area and shall file daily returns in Form S-8 on the quantity of sand de-casted to the Asst. Director of Mines & Geology concerned.

4. CONDITIONS:

The Lessee shall:

(i) Abide by the conditions and the rules made under River Conservancy Act, 1884, Andhra Pradesh Water Land & Trees Act 2002 and Environment Protection Act 1986 and subsequent amendments issued by the State and Central Governments from time to time.

(ii) Maintain daily production and dispatch register in S-8 and statutory returns/ clearances prescribed under various statutes at the permitted area.

(iii) De-cast sand from the permitted area in a systematic manner as per Environment Clearance issued by Ministry of Environment & Forests and A.P. Pollution Control Board.

(iv) Use the paths authorized by the Tahsildar concerned to approach the permitted area.

(v) Not de-cast sand more than the permitted quantity and beyond the specified thickness. Sand de-casted beyond the specified boundaries or in excess of permitted thickness (depth) shall be treated as unauthorized sand de-casting and liable for penalization under Rule 9 -Q.

(vi) Errect and maintain, boundary pillars at each corner or angle in the line of boundary of the permitted area at his own expenses.

(vii) Abide to sell the sand at the price not more than the upper limit as prescribed by the Government.

(viii) Furnish online returns prescribed under various statutes to the Member-Convener.

(ix) Identify a stockyard and de-casted sand shall be transported to the stockyard from the place of de-casting on tractors.

(x) A penalty of Rs 2000 per Cu. Mt. or Rs 1,00,000/-, whichever is higher, shall be levied for quarrying of sand beyond the specified limits or in excess of thickness permitted.

(xi) In the event of contravention of any of the conditions/rules during extraction of sand, the District collector shall, after giving a notice of (7) days, terminate the lease, forfeit the security deposit paid at the time of execution of lease deed alongwith the other amounts available if any.

5. LEASE GRANTED NOW IS NOT TRANSFERRABLE.

6. FAILURE AND TERMINATION:

The granting authority shall terminate the lease and forfeit the security deposit and other amounts available if any, order for seizure of sand stocks from the leased area in contravention of any of rules and conditions of the lease deed.

LESSEE LESSOR

FORM S-6
Lease Deed for De- Silting from Reservoirs, Tanks etc.,
(See Rule 9-F(6))

This agreement entered into on this _____day of _____of _____ between the District Level Sand Committee represented by its Member Convenor and Assistant Director of Mines & Geology _____District on behalf of Government of Andhra Pradesh, referred to as the Lesser, which expression shall unless repugnant to the subject or context mean and include its successors, assignees and representatives etc., on one part.

AND

Sri/M/s. _____S/o. _____residing at

hereinafter referred to as the Lessee) which expression shall include its successors in interest, legal representatives etc., on other part.

Whereas, the District Collector _____District granted lease in favour of _____ to de-silt sand _____ Reservoir/Tank vide Proceedings No. _____, dt:_____in _____District for the area specified below:

Sl. No.	Name of the Reservoir	Location of the proposed area	Estimated reserves of sand (Cu.Mts.)	Details of ramp point

This lease is subject to the extent, terms & conditions of notification and Andhra Pradesh Minor Mineral Concession Rules 1966.

NOW IT IS MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. SCOPE OF THE WORK:

(i) The lessee shall de-silt sand from the area specified in the allotment proceedings No. _____, dt:_____ situated in _____,_Reservoir/Tank and transport the sand sourced out of the de-siltation to the specified stockyard by tractors having capacity not more than 3 Cu.Mt. and dispose sand from the specified stockyard at the rate fixed as per rules.

2. PERIOD OF THE LEASE:

(i) The lease deed shall be in force with effect from _____and shall expire on _____

(ii) The period of lease shall not be extended.

(iii) The lease is not transferable.

3. QUANTITY OF SAND TO BE DE-SILTED :

(i) The Lessee shall de-silt a quantity of _____ Cum of sand only from the allotted area, during the period of agreement and transport to specified stockyard duly paying prevailing Seigniorage Fee and other incidental charges and obtain e-Transit Forms in S-12 in advance from time to time.

(ii) The Lessee shall obtain Mineral Dealer License as per A. P. Mineral Dealer Rules, 2000 for stocking of sand sourced from de-siltation of the allotted area.

(iii) The Lessee shall dispatch sand from the specified stockyard after obtaining Transit Passes in Form-E from the competent authority.

(iv) The Lessee shall maintain true records of de-siltation and dispatch of sand from the allotted area to the specified stockyard and shall file daily returns in Form S-9 to the Member Convenor/Joint Collector/District Level Committee and Asst. Director of Mines & Geology concerned.

(v) The Lessee shall maintain true records of dispatch of sand from the specified stockyard and file returns to the competent authority as per A.P. Mineral Dealer Rules, 2000.

4. CONDITIONS: The lessee shall

(i) Abide by the conditions and the rules made under River Conservancy Act, 1884, APMMC Rules, 1966 and APMD Rules, 2000.

(ii) Dispatch sand from the allotted area to specified stock yard duly obtaining e-way bill in Form S-12 from the Member Convenor.

(iii) Maintain daily production and dispatch register and statutory returns/ clearances prescribed under various statutes at the allotted area and stockyard.

(iv) De-silt sand from the leased area in a systematic manner as per the guidelines issued by the I & CAD Dept. from time to time

(v) Use the ramp points permitted by the Executive Engineer/ River Conservator.

(vi) Abide to sell sand at not more than the upper limit of the sale price as prescribed by the State Government.

(vii) In the event of contravention of any of the conditions/rules during the tenure of de-siltation of sand, the District collector shall, after giving a notice of (7) days, terminate the lease, forfeit the security deposit paid at the time of execution of lease deed alongwith the other amounts available if any.

(viii) The sand de-silted from the permitted area of the reservoir and not removed from the stockyard by the successful bidder before the date of expiry of the Mineral Dealer License, shall dispatch within 15 days. If the successful bidder does not remove the extracted sand from the stockyard area within the said period, it shall be the property of the Government and the District Level Sand Committee

(DLSC) shall dispose the same in through e-tender cum e-auction.

5. LEASE GRANTED THROUGH E-TENDER CUM E-AUCTION IS NOT TRANFERABLE.

6. FAILURE AND TERMINATION:

The granting authority shall, after giving an opportunity, terminate the agreement of allotment, forfeit the security deposit and order for seizure of sand stocks from the specified stockyard on contravention of any of rules and conditions appended to the grant order for the purpose of de-siltation of sand from the allotted area and disposal from the specified stockyards.

LESSEE LESSOR

FORM S-7
DAILY PRODUCTION AND DISPATCH RETURNS FOR SAND REACH
(See Rule 9-L(15))

Sl. No	Name and Address of the lessee	Location of the sand reach	Extent in Hect.	Quarterly Seigniorage fee particulars	Monthly production target as per AMP / EC.	Quantity of sand extracted on dt.___	Quantity of sand dispatched to specified stock yard on dt.____	Total quantity of sand dispatched for that month.	Balance quantity for the month. (7-9)
1	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***

FORM S-8

DAILY PRODUCTION AND DISPATCH RETURNS FOR DE-CASTING SAND FROM PATTALAND
(See Rule 9-L(15))

Sl. No	Name and Address of the lessee	Location of the Pattaland	Extent in Hect.	Seigniorage fee payment particulars	Proportionate quantity	Quantity of sand extracted on dt.____	Balance quantity (7-9)
1	***2***	***3***	***4***	***5***	***6***	***7***	***8***

FORM S-9
DAILY PRODUCTION AND DISPATCH RETURNS FOR DE-SILTATION OF SAND FROM ALLOTTED AREA
(See Rule 9-L(15))

Sl. No	Name and Address of the lessee	Location of the allotted area	Seigniorage fee payment particulars	Proportionate quantity	Quantity of sand extracted on dt.___	Quantity of sand dispatched to specified stock yard on dt.____	Total quantity	Balance quantity
1	***2***	***3***	***5***	***6***	***7***	***8***	***9 (7+8)***	***10 (6-9)***

FORM S-10
Transit Form for Sand Reach
(See Rule 9-L(11)

Way Bill No.
District Code._____Book No.

1.	Name & Address of the Lessee	:	
2	Description of specified sand bearing area a) Name of the area b) Village c) Mandal	:	
3.	Date and time of issue	:	
4.	Quantity under transportation	:	3.00 Cu. Mt.
5	Vehicle No.	:	
6	Location of specified Stockyard a) Survey No. b) Village c) Mandal	:	
7	Date and time of receipt at Stockyard	:	

Signature of the Lessee/ Authorized representative.

Signature of the issuing authority

Note:

1. Overwriting in any form in the way bills makes it invalid.
2. The driver shall carry the duplicate stamped copy of the way bill and handover it to the authorized person of the lessee at the designated stockyard.
3. The original Transit Form shall be surrendered to the issuing authority concerned within 15 days from the date of dispatch and the duplicate form shall be retained by the lessee to obtain transit passes.
4. The tractor driver shall produce the way bill to any authorized authority for checking purpose.

FORM S-11
Transit Form for pattaland
(See Rule 9K(9))

Way Bill No.
District Code _____Book No.

1. Name & Address of the Pattadar
2. Order No. & Date of permission issued by DLSC.

3. Details of sand bearing area
   a) Sy.No.
   b) Village
   c) Mandal
   d) Extent

4. Name & address of the consignee.
5. Place of destination
6. Date & Time of issue
7. Vehicle No.
8. Quantity
9. VAT/TIN No.

Signature of the Pattadar Signature of the Issuing Authority

Conditions :

1. Overwriting in any form in the way bills makes it invalid.
2. The driver shall carry the duplicate stamped copy of the way bill and hand over it to the consignee.
3. The original Transit Form shall be surrendered by the pattadar to the Issuing authority.
4. The tractor driver shall produce the way bill to any authorized authority for checking purpose.

FORM S – 12
Transit Form for de-siltation
(See Rule 9-L(11)

Way Bill No.
District Code _____Book No.

1. Details of area of de-siltation/removal of sand
2. Name & Address of the Consignee Department
3. Work agreement No. & Date
4. Due date for completion of the work
5. Details of destination (work site)
    a) Village
    b) Mandal
6. Date & Time of issue
7. Vehicle No.
8. Quantity : _____cum

Signature of the Site In-charge Signature Issuing Authority

Note:

1. Overwriting in any form in the way bills makes it invalid.
2. The driver shall carry the duplicate stamped copy of the way bill and hand over it to the consignee department at work site as evidence of payment of Seigniorage fee.
3. The driver of the vehicle shall produce the way bill to any authorized checking authority.
4. The Government Department shall properly retain the way bill as token of evidence having exempted from payment of Seigniorage Fee and shall retail as evidence to be produce as and when demanded.
5. Original way bills shall be surrendered to the issuing authority as record.

Government of Andhra Pradesh

TENDER DOCUMENT

FOR

"E-TENDER CUM E-AUCTION OF SAND REACHES"

Notification No.: **Dated:**

Cost of Tender Document:
A Non-Refundable Tender Fees (per sand reach) of:

(i) INR 25,000 only for reach having upto 20,000 cubic metre of sand deposit
(ii) INR 50,000 only for reach having more than 20,000 cubic metre and upto 40,000 cubic metre of sand deposit
(iii) INR 1,00,000 only for reach having more than 40,000 cubic metre of sand deposit

Note: The cost of Tender Document has to be paid by the bidder through online banking channel to the following bank account of MSTC.

Beneficiary Name:	MSTC Limited
Bank Details:	Punjab National Bank, Somajiguda, Hyderabad
Account Details:	A/c. No. 3632002100053805
IFSC Code No.:	PUNB0363200

Nodal Officer

Sri ……,
Assistant Director of Mines and Geology,
……. District
Cell No.:
Email id:

FORM S-1 (See
Rule 9-E (1))

NOTICE INVITING e-TENDER cum e-AUCTION (NIT) FOR GRANT OF QUARRY LEASES FOR ORDINARY SAND IN THE IDENTIFIED FEASIBLE SAND BEARING AREAS IN _____ DISTRICT.

Collectorate – District

Notification No. _____
Date. _____

Notice is hereby given inviting e-bids in digital form from eligible bidders for e-tender cum e-auction of quarrying leases from the identified sand reaches for a period of _____(as fixed by the DLSC) from the date of execution of the lease deed. The right of quarrying will be given through e-Tender cum e-auction. The details of areas proposed for e-tender cum e-auction are described in the schedule given below:-

Sl. No.	Name of the Reach / Village & Mandal	Geo-coordinates of the area with Datum.	Area in Hectares	Estimated reserves of sand (Cu.Mts.)	Details of ramp point
1	2	3	4	5	6

Terms and conditions, time lines for participation in the e-tender cum e-auction etc. are provided in the tender document. The blank format of model e-tender document is available free of cost and can be downloaded from the website of MSTC Ltd. i.e. www.mstcecommerce.com and Director of Mines and Geology i.e. htpp://www.aponline.gov.in from _____ 2016 onwards for information purpose only. Timelines, notifications, updates and other details connected with e-tender cum e-auction process are available in the website of www.mstcecommerce.com.

Bidders who agree to sell sand at a price not more than maximum sale price of sand, i.e. Rs 550 per cu mt as specified by the Government shall participate in the e-tender cum e-auction process. Those who are interested and eligible can participate in the bidding only after online payment of a non-refundable tender fee of INR 25,000 for reach up to 20,000 Cum of sand, INR 50,000 for reaches above 20,000 Cum and up to 40,000 Cum of sand and INR 1,00,000/- for reaches above 40,000 cum of sand, as the case may be, and download the tender document from the website of e-tender cum e-auction platform provider. Bidders shall be able to make payment of the tender document fee through NEFT/RTGS/Net banking (through the payment gateway of e-tender cum e-auction platform). On payment of the tender fee, eligible bidders can register themselves in the above mentioned website after payment of registration charges of INR 10,000 and service tax (14.5%) and on successful registration, they will get necessary login ID and Password to proceed further with the e-tender cum e-auction process.

Last date for online purchase of Tender Document is _____, 2016 and the last date for submission of the bid is 16.00 Hours IST on _____, 2016. Any further communications, amendments etc. shall be available on the above website of MSTC and the websites of Directorate of Mines and Geology, the Auctioning Authority reserves the right to:

(i) Reject any or all bids without assigning any reasons whatsoever,

(ii) Reschedule/postpone the e-tender cum e-auction date(s) due to any unforeseen circumstances at any stage of the e-tender cum e-auction process.

(iii) Cancel the e-tender cum e-auction notification without assigning any reasons whatsoever.

Station:
Date:

Joint Collector & Chairman
District Level Sand Committee,
_____District.
(Notifying & Auctioning Authority)

FORM S-3

(See Rule 9-E 1))

NOTICE INVITING e-TENDER cum e-AUCTION (NIT) FOR GRANT OF QUARRY LEASES FOR SAND SOURCED FROM DE-SILTATION

Collectorate – District

Notification No. _____

Date. _____

Notice is hereby given inviting e-bids in digital form from eligible bidders for auction of leases towards de-silting the following reservoirs for a period of _____ (as fixed by DLSC) from the date of execution of the lease deed. The right of de-siltation will be given through e-tender cum e-auction. The details of areas proposed for e-tender cum e-auction are described in the schedule given below:-

Sl. No.	Name of the Reservoir	Location of the proposed area	Estimated reserves of sand (Cu.Mts.)	Details of ramp point
1	2	3	4	5

Terms and conditions, time lines for participation in the e-tender cum e-auction etc. are provided in the tender document. The blank format of model e-tender document is available free of cost and can be downloaded from the website of MSTC Ltd. i.e. www.mstcecommerce.com and Director of Mines and Geology i.e. htpp://www.aponline.gov.in from _____ 2016 onwards for information purpose only. Timelines, notifications, updates and other details connected with e-tender cum e-auction process are available in the website of www.mstcecommerce.com.

Bidders who agree to sell sand at a price not more than maximum sale price of sand, i.e. Rs 550 per cu mt as specified by the Government shall participate in the e-tender cum e-auction process. Those who are interested and eligible can participate in the bidding only after online payment of a non-refundable tender fee of INR 25,000 for reach up to 20,000 Cum of sand, INR 50,000 for reaches above 20,000 Cum and up to 40,000 Cum of sand and INR 1,00,000/- for reaches above 40,000 cum of sand, as the case may be, and download the tender document from the website of e-tender cum e-auction platform provider. Bidders shall be able to make payment of the tender document fee through NEFT/RTGS/Net banking (through the payment gateway of e-tender cum e-auction platform). On payment of the tender fee, eligible bidders can register themselves in the above mentioned website after payment of registration charges of INR 10,000 and service tax (14.5%), and on successful registration, they will get necessary login ID and Pass Word to proceed further with the e-tender cum e-auction process.

Last date for online purchase of Tender Document is _____, 2016 and the last date for submission of the bid is 16.00 Hours IST on _____, 2016. Any further communications, amendments etc. shall be available on the above website of MSTC and the websites of Directorate of Mines and Geology, the Auctioning Authority reserves the right to:

(i) Reject any or all bids without assigning any reasons whatsoever,

(ii) Reschedule/ postpone the e-tender cum e-auction date(s) due to any unforeseen circumstances at any stage of the e-tender cum e-auction process.

(iii) Cancel the e-tender cum e-auction notification without assigning any reasons whatsoever.

Station:

Date:

Joint Collector & Chairman
District Level Sand Committee,
_____District.

(Notifying & Auctioning Authority)

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1. Important information

1.1. This Tender Document has been issued with the intent to carry out e-tender cum e-auction for grant of a sand reach, pursuant to the AP Sand Mining Policy 2016 along with amendments to Rule 9 of Andhra Pradesh Minor Mineral Concession Rules, 1966 in the G.O. XX & XX issued by Government of Andhra Pradesh dated XX. All information provided in this Tender Document should be read together with the AP Sand Mining Policy 2016 and amendments made thereunder.

1.2. The information contained in this Tender Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the State Government or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Tender Document.

1.3. This Tender Document is neither an agreement nor an offer by the State Government to the prospective Bidders or any other person. The purpose of this Tender Document is to provide interested parties with information that may be useful to them in making their bids pursuant to this Tender Document. This Tender Document includes statements which reflect various assumptions and assessments arrived at by the State Government in relation to the sand reach. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender Document may not be appropriate for all persons, and it is not possible for the State Government, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender Document. The assumptions, assessments, statements and information contained in the Tender Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender Document and obtain independent advice from appropriate sources.

1.4. The State Government, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender Document or arising in any way from participation in this tender process.

1.5. The State Government also accepts no liability of any nature howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender Document.

1.6. The State Government may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender Document.

1.7. The issue of this Tender Document does not imply that the State Government is bound to select a Bidder or to appoint the Successful Bidder for the sand reach (s) and the State Government reserves the right to reject all or any of the Bidders or bids without assigning any reason whatsoever.

1.8. Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the State Government or any other costs incurred in connection with or relating to its bid.

1.9. This Tender Document is not transferable. The price paid by the Bidder for the Tender Document shall not be refunded.

2. Definitions

The following definitions apply to this Tender Document, unless the context otherwise requires:

2.1. "**Applicable Law**" shall mean all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India.

2.2. "**Bidder**" means a person who has purchased this Tender Document, and the expression Bidders shall include all such persons.

2.3. "**Bid Due Date**" means the date on which the Technical Bid is required to be submitted.

2.4. "**Earnest Money Deposit**" means Earnest Money Deposit as referred to in the Tender document.

2.5. "**Consideration amount**" means an amount equivalent to the highest value discovered through e-tender cum e-auction which is a portion sale price per cubic meter, offered by the successful bidder multiplied by the estimated quantity of sand reserves for the sand reach.

2.6. "**Minimum Bid Amount**" is the minimum value which is a portion of the sale price per cubic meter fixed by the DLSC for e-tender cum e-auction of the particular sand reach.

2.7. **"Scheduled Commercial Bank"** shall mean a Scheduled Bank as listed in the Second Schedule of the Reserve Bank of India Act, 1934, excluding those listed under the headings of Gramin Banks, Urban Co-operative Banks and State Cooperative Banks.

2.8. "**Security Deposit**" means a bank guarantee or a non-interest bearing security deposit to be provided.

2.9. "**State Government**" means Government of Andhra Pradesh.

2.10. "**Tender Document**" means this tender document together with the schedules and documents referred herein and any addenda to this Tender Document.

2.11. "**Tender Fee**" means a non refundable fee prescribed for purchase of tender document.

2.12. **"Value of Reserves"** for the sand reach means an amount equal to the product of, -

i. the estimated quantity of sand reserves to be extracted over the tenure, for which, the sand reach is being auctioned, expressed in Cum; and

ii. Upper limit of the sale price per Cubic metre of sand as notified by the Government.

3. Introduction

3.1. The Government of Andhra Pradesh has introduced a new Sand Mining Policy 2016 with a view to conduct e-tender cum e-auction of the identified sand reaches in the state of Andhra Pradesh along with amendment of Rules vide G.O. No XXX date XX/XX/XXXX.

3.2. The sale of sand shall be from specified lease area/stock yards on the basis of upper limit fixed on sale price by the Government.

3.3. The District Level Sand Committee (DLSC) shall consist of the following members:-

1.	The Joint Collector	Chairman
2.	Chief Executive Officer, Zilla Parishad	Vice Chairman
3.	Project Officer, ITDA	Member
4.	Project Director, District Water Management Agency (DWMA)	Member
5.	Revenue Divisional Officer concerned	Member
6.	Deputy Director, Ground Water Dept.	Member
7.	Executive Engineer, Irrigation Department	Member
8.	Executive Engineer, Rural Water Supply concerned	Member
9.	District Panchayat Officer	Member
10.	Asst. Director of Mines & Geology concerned	Member Convenor

3.4. DLSC will identify the sand bearing areas, fix the boundaries with geo- coordinates of the identified Sand bearing area and assess the sand in terms of quantity including the designated ramps.

3.5. The identified sand reach will be auctioned for a maximum period of one year from the date of the lease execution. In no case, extension shall be granted beyond one year.

3.6. After auction of sand reaches, DLSC will fix transportation cost duly considering distance bands suitable to the district geography (e.g. up to 50 Km, 50 to 100, 100 to 150 Km and so on) mutually agreeable to DLSC and Lessees in consultation with RTO/DTC of Transport Dept.

3.7. Extraction of sand shall be done manually.

3.8. Leases granted for sand by e-tender cum e-auction are not transferrable.

3.9. Only those bidders who abide to sell sand at not more than the upper limit of the sale price as prescribed by the State Government, shall participate in the e-tender cum e-auction process.

4. Overview of the sand reaches on e-tender cum e-auction

The Notice Inviting Tender (NIT) is issued for forward auction of the following identified sand reaches using an online electronic platform.

Sl. No.	Village & Mandal	Name of the sand reach	Area in Hectares	Estimated reserves of sand (Cum)	Estimated value of reserves (INR Cr)	Minimum Bid Amount (INR / Cum)	Earnest Money Deposit (INR Lakhs)	Status of statutory clearances with expiry dates

5. Eligibility

The eligibility for participating in the e-tender cum e-auction shall be as follows:

5.1 A Bidder shall be an Indian National or an Indian Company as defined in clause (20) of section 2 of the Companies Act, 2013 (18 of 2013).

5.2 A Bidder shall have a net worth more than 5% of Value of Estimated Sand Reserves.

5.3 A Bidder shall not be in arrears of mineral revenue to the state government

5.4 A Bidder shall not have any criminal cases pending.

5.5 A bidder shall not apply for or hold more than 2 sand reaches in the state of Andhra Pradesh.

Explanation:

a) The net worth for an Indian Company shall be the sum of paid up share capital and the free Reserves as per the audited Balance Sheet of the immediately preceding financial year viz. 2014-15.

b) The net worth for an Indian National will include bank deposits, national saving certificates, post office deposits, valuation certificate of the assets issued by a Chartered Accountant.

c) A Bidder shall provide the following documents for adherence to 5.3 and 5.4

- Copies of IT returns for last two years along with copy of PAN card.
- Copy of Aadhar.
- A notarized affidavit on INR 100 NJS paper declaring that (i) the leases for major and minor minerals held by the bidder in the state of AP and no mineral revenue dues to the Government of AP, and (ii) applied for (a) _____reach ….Dist and (b) _____reach , _____District.
- A notarized affidavit on INR 100 NJS paper declaring that no criminal cases are filed or pending against the Bidder.

6. Review period and site visit

6.1. The Bidders shall be provided a fixed period of X X days to study the Tender Document and the bidding process shall commence only after such period of XX days.

6.2. Such period of **XX** days would commence on **DD/MM/YY** (NIT date) and would end on **DD/MM/YY**.

6.3. During such period the Bidders may undertake the site visit to inspect sand reach (s) at their cost and risk to ascertain for themselves the site conditions, location, communication and any other matter considered relevant by them.

6.4. In the event a Bidder undertakes a site visit, then such Bidder shall be liable towards any loss or damage caused to the site and/or the person(s) having surface rights over the sand reach (s), on account of any act or omission of such Bidder or its employees, authorized representatives, agents, advisors etc.

7. Pre-bid conference

7.1. A pre-bid conference will be held on _____at _____AM/PM at _____venue. Only those Bidders who have paid Tender Fee shall be allowed to participate in the pre-bid conference.

7.2. Bidders may seek clarifications or request further information regarding this Tender Document.

7.3. The DLSC or the constituted Tender Committee by DLSC shall endeavor to respond to the queries during the pre-bid conference meeting. However, the DLSC reserves the right to not respond to any question or provide any clarification, in its sole discretion, and nothing in this Tender Document shall be taken or read as compelling or requiring the DLSC to respond to any question or to provide any clarification.

7.4. A maximum of two representatives of each Bidder shall be allowed to participate

on production of duly issued authority letter from the Bidder and identity documents. During the course of pre-bid conference(s), the Bidders may seek clarifications and make suggestions for consideration of the DLSC.

7.5. The DLSC shall endeavor to provide clarifications and such further information, as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive tender process.

7.6. A copy of the queries raised and their responses shall be provided to all the bidders, including those who purchased the tender document after the conclusion of pre-bid conference.

7.7. The DLSC reserves the right to reschedule or cancel the pre-bid conference due to unforeseen circumstances with prior intimation to the Bidders.

8. Tender process

8.1. The e-tender cum e-auction shall be an ascending forward online electronic auction and shall comprise of the following two rounds:

A. ***First Phase*** **(Technical bid submission)**

(a) In the first round, the Bidders shall be required to submit a Technical Bid on or prior to 16:00 Hours (IST) on **DDMMYY** ("**Bid Due Date**"):

The Technical Bid must be submitted electronically as provided in Schedule III (*Technical details regarding electronic auction*). In case of difficulty in uploading documents related to eligibility criteria, the same can be submitted in hardcopy at the office of the Assistant Director, Mines & Geology in a sealed cover under receipt of acknowledgement. EMD shall be paid either online or through Demand Draft.

(b) The Technical Bid shall be evaluated to ascertain compliance of the Bidder with the eligibility conditions and requirements under this Tender Document. While examining the Technical Bids the DLSC or the Tender Committee constituted by DLSC may consider such parameters as it may deem relevant, including considerations that the Technical Bid:

(i) is received as per the prescribed formats along with all required documents and information;

(ii) is received by the Bid Due Date including any extension thereof;

(iii) is submitted electronically in the manner prescribed in Schedule III (*Technical details regarding electronic auction*);

(iv) contains all the information (complete in all respects) as requested in this Tender Document;

(v) does not contain any condition or qualification;

(vi) only one Technical Bid per sand reach has been made by the Bidder;

(vii) is generally considered to be in compliance in terms of any other

parameters as may be considered relevant by the DLSC.

(c) Submission of technical bid, along with tender fee and EMD, implies that the bidder has accepted the terms and conditions of tender document and bidder shall abide by the same.

(d) Only those Bidders who are found to be eligible in accordance with the prescribed eligibility conditions and whose bids meet the requirements under this Tender Document shall be declared as the "**Technically Qualified Bidders**".

(e) The "Minimum Bid Amount" is a portion of sale price per cubic meter of sand above which online electronic auction takes place.

Provided that where the total number of technically qualified bidders is less than three, then the e- auction process shall be annulled.

Provided further that the DLSC may, decide not to annul the auction process if even in the second attempt, the total number of technically qualified bidders continues to be less than three. However, even in the second attempt, if only one Technically Qualified Bid is received, the auction shall be annulled.

B. Second Phase (Online auction)

(a) In the second round, the technically qualified bidders may submit their final price offers greater than the "Minimum Bid Amount". The Final Price Offer may be revised with a minimum incremental value of Rs.2/- per Cum on each revision till the conclusion of the e-tender cum e-auction in accordance with the technical specifications of the e-tender cum e-auction platform as specified in Schedule III (*Technical details regarding electronic auction*).

(b) Bidders may quote their bid value on e-tender or e-auction or both. However, bid value on e-tender can be quoted only once, whereas during the e-auction, bidders get a chance to quote a value higher than the prevailing highest value at the given time.

(c) The Technically Qualified Bidder who offer the highest consideration amount shall be declared as the "Successful Bidder" on conclusion of the e-tender cum e-auction.

(d) When the Technically Qualified Bidders do not participate in the second phase of e-tender cum auction, their EMD shall be forfeited and shall be disqualified from the tender process.

(e) The EMD of unsuccessful bidders will be returned within fortnight of conclusion of the e-tender cum e-auction.

(f) The e-tender cum e-auction process shall be annulled if none of the Technically Qualified Bidder(s) submits a Final Price Offer on the online electronic auction platform. In case the e-tender cum e-auction process is annulled due to non-submission of at least one Final Price Offer on the electronic tender or auction platform, the Earnest Money Deposit of the Technically Qualified Bidder(s), shall be forfeited.

8.2. The Government reserves right to cancel the e-tender cum e-auction of any feasible sand bearing area notified for auction at any stage without assigning any reasons therefor.

9. Declaration of Successful Bidder and grant of quarry lease

The quarry lease shall be granted to the Successful Bidder in the following manner:

9.1. Issuance of letter of intent:

The technically qualified bidder who submits the highest final price offer shall be declared as the "Successful Bidder" immediately on conclusion of the auction. The Successful Bidder shall pay twenty five per cent (25%) of the Consideration Amount within immediate next working day from the date of conclusion of e-tender cum e-auction.

9.2. Grant of quarry lease and payments by Successful Bidder:

9.2.1 The Successful Bidder shall, within 45 (forty five) days from the date of conclusion of e-tender cum e-auction:

i. Pay the balance seventy five per cent (75%) of the Consideration Amount.

ii. Submit Approved Mining Plan, Environmental Clearance, Consent for Establishment and Ramp Clearance obtained from the concerned Executive Engineer, Irrigation Department.

iii. Pay an amount equivalent to 2% of the value of sand reserves towards Security deposit in the form of Bank Guarantee issued by any Nationalized Bank.

9.2.2 The consideration amount shall be deposited to the Head of Account prescribed for this purpose.

9.2.3 The Member Convenor shall, on receipt of payment of remaining 75% of Consideration Amount and submission of statutory clearances by the successful bidder, submit proposal to the District Collector through the Chairman, DLSC and the District Collector shall grant quarry lease for the specified sand bearing area within seven days, of submission of proposal.

9.2.4 The Member Convenor, on payment of Seigniorage Fee, contribution fund to DMF and MERIT at applicable rates, for the total estimated quantity of sand by the successful bidder, shall execute the lease deed within 3 working days from the date of issue of grant order for regular sand reaches, de-siltation of sand from reservoirs as the case may be.

9.2.5 After auction of sand reaches, DLSC will fix transportation cost duly considering distance bands suitable to the district geography (e.g. up to 50 Km, 50 to 100, 100 to 150 Km and so on) mutually agreeable to DLSC and Lessees in consultation with RTO/DTC of Transport Dept.

9.2.6 The Member Convenor shall forfeit the EMD and 25% consideration amounts paid by the successful bidder when the bidder fails to fulfill the time bound conditions in the Auction notification and the reach will be put for re-auction.

9.2.7 The successful bidder shall obtain Approved Mining Plan, Environmental clearance and consent for Establishment not later than 45 Days from date of

issue of Letter of Intent (LOI). Failure to obtain all clearances shall result in cancellation of Bid and forfeiture of all amount and securities paid so far.

9.2.8 The successful bidder shall submit a copy of VAT Registration Certificate before start of sale of sand.

9.2.9 The government shall not be liable in case of any change in law or in statutory clearances.

10. Specific conditions to be fulfilled by the Successful Bidder

The Successful Bidder shall:

a) Pay consideration amount, Seigniorage Fee, contribution fund to District Mineral Foundation (DMF) and MERIT as applicable, IT and other applicable taxes at the prevailing rates.

b) Pay Seigniorage Fee, contribution fund to DMF and MERIT at applicable rates, for the total estimated quantity of sand before execution of the lease deed, in case of feasible sand bearing area leased out through e-tender cum auction or the area proposed for de-siltation as the case may be.

c) Obtain Approved Mining Plan from the competent authority. (not applicable for areas proposed for de-siltation activity)

d) Obtain Environmental Clearance, CFE & CFO from the competent authorities. (not applicable for areas proposed for de-siltation activity)

e) May, if required, establish stock yard and obtain Mineral Dealer license from competent authority under APMD Rules 2000.

f) The expenditure required for obtaining all clearances shall be met by the successful bidder.

g) Abide by the provisions of MMDR Act 2015 and rules made there under, the River Conservancy Act, 1884, AP WALT rules 2004, and the Environment Protection Act, 1986, subsequent amendments issued by the State and Central Governments and their agencies from time to time.

h) Conduct operations as stipulated in these Rules and in accordance with the conditions imposed in Approved Mining Plan & Environment Clearance issued by MoEF, CFE & CFO issued by APPCB.

i) Not quarry within 500 Metres of any existing structure such as bridges, dams, weirs or any other cross drainage structures. The local officials of the respective departments shall protect their structures and to establish and maintain a signboard at periphery of 500 mts distance indicating that no sand mining is allowed.

j) Not permit tractors carrying sand to ply over the flood banks except at cross points or bridges.

k) Extract the sand manually. (not applicable for areas proposed for de-siltation activity)

l) Extract and sell sand from the reach or dispatch sand to the stock yard along with Form-S10 or Form-S12 as the case may be through Tractors only of each 3 Cum.

m) Extract the sand, at least 70% of the monthly production quantity as per the approved mining plan. In case of a shortfall in the monthly production, one time Seigniorage fee, contribution funds to DMF and MERIT as applicable, shall be levied and collected towards penalty for the shortfall quantity.

n) Obtain transit passes from the Member-Convener under the Andhra Pradesh Mineral Dealer Rules, 2000 to sell sand from the stockyard.

o) Abide to sell sand at not more than the upper limit of the sale price as prescribed by the State Government.

p) Maintain daily production and dispatch register in the format as prescribed by DMG.

q) Furnish online returns prescribed under various statutes to the Member-Convener.

r) Dispatch the sand from the stock yard within 15 days from the date of expiry of the Mineral Dealer License Period. If the successful bidder does not remove the extracted sand from the stockyard area within the said period, it shall be the property of the Government and the District Level Sand Committee (DLSC) shall dispose the same in through e-tender cum e-auction.

s) A penalty of Rs 1000 per Cu. Mt. or Rs 1,00,000/-, whichever is higher, shall be levied for quarrying of sand beyond the specified limits or in excess of thickness permitted.

In the event of contravention of any of the conditions / rules, during extraction of sand, the District Collector shall, after giving a notice of 7 days, terminate the lease, forfeit the security deposit and take possession of the area.

11. Time table

The following timetable shall apply to the tender process. The timetable may be amended by the DLSC through issuance of an addendum to the Tender Document.

Sl. No.	Event Description	Tentative schedule	Dates
1.	Publication of Notice inviting Tender in newspaper and on the State Government website	T_0	
2.	Pre-bid conference meeting	T_0 +14	
3.	Last date for submission of technical bids, and payment of Tender Fee & EMD	T_0 +17	
4.	Opening of the Technical Bids (on e-tendering site) and evaluation	T_0 +18	
5.	Intimation to MSTC	T_0 +19	
6.	Online Training to Technically Qualified Bidders	T_0 +21	

Sl. No.	Event Description	Tentative	Dates
7.	Conduct of ascending forward electronic auction and submission of Final Consideration Amount on the electronic auction platform and Announcement of Successful Bidder	T_0+25	
8.	Payment of 100% Consideration Amount by the Preferred Bidder for quarry lease and issue of Grant Order by District Collector and take over of the reach by successful bidder	T_0+26/27	
9.	Obtain change of EC, CFE, CFO and all other statutory requirements by the successful bidder and submission to AD (M&G).	T_0+34	
10.	Lease deed to be executed by AD (M & G).	T_0+37	

schedule

Note:

- T_0 refers to the date for publication of notice inviting tender in at least one district level local language newspaper and on the State Government website.
- In case any of the dates fall on a holiday/ Sunday, the date will automatically shift to the next working day.
- The DLSC reserves the right to update/ change or modify any of the above dates, even during the course of bid process.

12. General conditions regarding tender process

12.1. Submission of Technical Bid

The Technical Bid shall comprise of the following:

(a) Earnest Money Deposit in form of a demand draft or electronically for an amount equal to INR [ ] (Rupees [ ]). A copy of UTR to be provided in case of online payment.

(b) The Bidder shall submit an authorization letter in the format specified in Annexure A of Schedule I (*Format of authorization letter*) authorizing the signatory of the bid to participate in the tender process and do all acts pursuant thereto on behalf of the Bidder in case of Company/Firm/Society.

(c) Affidavit in the format specified in Annexure B of Schedule I (*Format of Affidavit 1*) notarized on INR 100 NJS paper declaring

I. All mining leases for major and minor minerals held by the applicant in the state of Andhra Pradesh, along with Mineral Dues Clearance Certificate (MDCC) issued by the competent authority for the said leases as on the date of the NIT

II. That the applicant has not applied for or hold for more than two sand reaches in the state.

III. That the applicant, on his own volition, abides to sell sand at not more than the upper limit of the sale price as prescribed by the State Government.

(d) Affidavit in the format specified in Annexure C of Schedule I (*Format of Affidavit 2*) notarized on INR 100 NJS paper declaring that no criminal cases are booked against the bidder.

(e) A true copy of the following duly attested by the signatory of the bid.

- Net worth of the bidder certified by statutory auditor for a Company.
- Net worth for an Indian National will include bank deposits, national saving certificates, post office deposits, valuation certificate of the assets issued by a Chartered Accountant.
- Copies of IT returns for last two years along with copy of PAN card.
- Copy of Aadhar.

12.2. Documents and Information

The documents including this Tender Document and all attached documents, provided by the DLSC are and shall remain or become the properties of the DLSC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a bid in accordance herewith. Bidders are required to treat all such information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their bid. The provisions of this Clause shall also apply to bids and all other documents submitted by the Bidders in relation to the bid, and the DLSC shall not return to the Bidders any bid, document or any information provided along therewith.

12.3. Verification of information by the Bidders

It shall be deemed that by submitting a bid, the Bidder has:

(a) made a complete and careful examination of the Tender Document and unconditionally and irrevocably accepted the terms thereof;

(b) reviewed all relevant information provided by the DLSC, as may be relevant to the bid;

(c) accepted the risk of inadequacy, error or mistake in the information provided in the Tender Document or furnished by or on behalf of the DLSC relating to any of the matters related to the e-tender cum e-auction process.

(d) satisfied itself about all matters regarding the e-tender cum e-auction process for submitting an informed bid, in accordance with this Tender Document and performance of all of its obligations;

(e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender Document or ignorance of any of the matters related to the e-tender cum e-auction process hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc.

(f) agreed to be bound by the undertakings provided by it under and in terms hereof.

The DLSC shall not be liable for any omission, mistake or error in respect of any of the information provided or on account of any matter or thing arising out of or concerning or relating to the Tender Document or the tender process, including any error or mistake therein or in any information or data given by the DLSC.

12.4. Verification by the DLSC and disqualification

The DLSC or its constituted Tender Committee reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Document and the Bidder shall, when so required by the DLSC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the DLSC or the constituted Tender Committee by it shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the DLSC thereunder.

The DLSC reserves the right to reject any bid, and appropriate the entire Earnest money Deposit if:

(a) at any time, a misrepresentation is made or uncovered,

(b) the Bidder does not provide, within the time specified by the DLSC, the supplemental information sought by the DLSC for evaluation of the bid, or

(c) any act or omission of the Bidder results in violation of or non- compliance with the Sand Policy or its amendments thereof, this Tender Document, or any other document referred therein or issued pursuant thereto or any Applicable Law relevant for the tender process.

In the aforementioned events, the DLSC shall be entitled to forfeit and appropriate the Earnest Money Deposit or Security Deposit, as the case may be, without prejudice to any other right or remedy that may be available to the DLSC under the Tender Document, or otherwise, without any liability whatsoever.

12.5. Amendment of Tender Document

At any time prior to the Bid Due Date, the DLSC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, amend the Tender Document.

Any amendment issued hereunder will be in writing and shall be made available to all the Bidders and shall be deemed to be part of the Tender Document.

In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the DLSC may, in its sole discretion, extend the Bid Due Date.

12.6. Bid Due Date and extension

Technical Bids should be uploaded before the Bid Due Date. Technical Bids received by the DLSC after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

The DLSC may, in its sole discretion, extend the Bid Due Date by issuing an amendment that is made available to all Bidders.

12.7. Modifications/ substitution/ withdrawal of bids

The Bidders may modify, substitute or withdraw its Technical Bid after submission, prior to the Bid Due Date. No Technical Bid shall be modified, substituted or withdrawn by the Bidders on or after the Bid Due Date, unless the same has been expressly sought by the DLSC.

12.8. Rejection of bids

Notwithstanding anything contained in this Tender Document, the DLSC reserves the right to reject any bid and/or to annul the tender process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

In case such cancellation is pursuant to non-compliance by the relevant Bidders vis-à-vis submissions of bid then the DLSC reserves the right to appropriate the relevant Earnest Money Deposit submitted by such non-compliant Bidders.

The DLSC reserves the right not to proceed with the tender process at any time, without notice or liability, and to reject any bid without assigning any reasons.

Without prejudice to the generality of the foregoing, the DLSC reserves the right to reject any bid on any criteria specified in this Tender Document, including without limitation, the following:

(a) bids have not been submitted with all the information and details listed in this Tender Document.

(b) bid is not in conforming to the terms of this Tender Document.

(c) bids have been submitted without Tender fee / Earnest Money Deposit or period of validity.

(d) bids have otherwise not been submitted in accordance with the Tender Document.

12.9. Validity of bids

The bid shall be valid for a period of 180 days from the Bid Due Date. If the second round of e-tender cum e-auction is not conducted within a period of 180 days from the Bid Due Date, then the e-tender cum e-auction process will be annulled and the DLSC will refund the price of Tender Document to the Bidders.

12.10. Change affecting the Bidder

Upon submission of the Technical Bid, any change affecting the Bidder regarding compliance with the eligibility conditions shall result in disqualification of the Bidder. Any change in any information submitted by the Bidder must be immediately communicated to the DLSC.

12.11. Jurisdiction

In any event of dispute arising out of process of e-tender cum e-auction, the Andhra Pradesh High Court shall only have the jurisdiction.

13. Earnest Money Deposit

13.1. The Bidder shall furnish as part of its Technical Bid, a security either paid electronically through RTGS/NEFT (UTR Form to be attached); Or in the form of a demand draft payable at …….. by a Scheduled Bank as listed in the Second Schedule of the Reserve Bank of India Act, 1934, excluding those listed under the headings of Gramin Banks, Urban Co-operative Banks and State Co-operative Banks, in favor of the DLSC), and having a validity period of not less than 240 days from the Bid Due Date, inclusive of a claim period of 60 days, and may be substituted with another demand draft of the same value issued in accordance with this Clause, which is valid for an extended period as may be mutually agreed between the DLSC and the Bidder from time to time.

13.2. The Earnest Money Deposit shall be for 1.0% of the value of the estimated sand reserves but not less than INR 1.00 lakh.

13.3. Save and except as provided in this Tender Document, the Earnest Money Deposit of unsuccessful Bidders will be returned by the DLSC, without any interest, within a period of 15 days from the date of e-tender cum e-auction.

13.4. The Successful Bidder's Earnest Money Deposit (EMD) will be returned, without any interest, upon furnishing of the Security Deposit in accordance with the provisions thereof.

13.5. The Earnest Money Deposit shall be forfeited as damages without prejudice to any other right or remedy that may be available to the State Government under the Tender Document and/or otherwise, under, inter alia, the following conditions:

(a) If a Bidder submits a Technical Bid which is not conforming to this Tender Document;

(b) If a Bidder engages in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice as specified in Tender Document;

(c) If a Bidder withdraws its bid during the period of bid validity as specified in this Tender Document or as extended by mutual consent of the respective Bidder(s) and the State Government;

(d) In the case of Successful Bidder, if it fails within the specified time limit to furnish the Security Deposit and make payment of Consideration Amount within the period prescribed in this Tender Document; or

(e) If the e-tender cum e-auction process is annulled due to non-submission of at least one Final Price Offer on the electronic auction or electronic tender platform, by the Technically Qualified Bidder(s).

14. Fraud and Corrupt Practices

14.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the tender process and subsequent to the grant of the quarry lease. Notwithstanding anything to the contrary contained herein, the DLSC may reject a bid, withdraw the lease, as

the case may be, without being liable in any manner whatsoever to the Bidder, Technically Qualified Bidder, or the Successful Bidder, as the case may be, if the State Government determines that the Bidder, Technically Qualified Bidder, or Successful Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice in the tender process. In such an event, the DLSC shall be entitled to forfeit and appropriate the Earnest Money Deposit or Security Deposit, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the D L S C under the Tender Document and/ or otherwise.

14.2. Without prejudice to the rights of the DLSC hereinabove and the rights and remedies which the State Government may have under the lease, or otherwise if a Bidder or Successful Bidder, as the case may be, is found by the DLSC to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice during the tender process, or after the grant of the mining lease or the execution of the lease deed, such Bidder or Successful Bidder shall not be eligible to participate in any tender or Tender Document issued by the DLSC during a period of 5 years from the date such Bidder or Successful Bidder, as the case may be, is found by the DLSC to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practices, as the case may be.

14.3. For the purposes of this Tender Document, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "**Corrupt Practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the tender process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the State Government who is or has been associated in any manner, directly or indirectly, with the tender process or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 year from the date such official resigns or retires from or otherwise ceases to be in the service of the State Government, shall be deemed to constitute influencing the actions of a person connected with the tender process); or (ii) save and except as permitted under this Tender Document, engaging in any manner whatsoever, whether during the tender process or after the grant of the quarry lease or after the execution of the lease, as the case may be;

(b) "**Fraudulent Practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the tender process;

(c) "**Coercive Practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the tender process;

(d) "**Undesirable Practice**" means (i) establishing contact with any person connected with or employed or engaged by the State Government with the objective of canvassing, lobbying or in any manner influencing or attempting

to influence the tender process; (ii) having a conflict of interest; or (iii) violating of any Applicable Law; and

(e) "**Restrictive Practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the tender process.

Schedule I: Format of Technical Bid

ANNEXURE A

Authorization Letter

(1) Instructions for submission of the authorization letter in case of Company

(a) The authorization letter must be issued under the common seal, if any.

(b) The letter must be issued in the name of a person who is in full time employment of the Bidder.

Format of authorization letter

Know all men by these presents, We, [name and address of the Bidder] do hereby irrevocably constitute, nominate, appoint and authorize [Name], son/daughter/wife of [name of father/husband] and presently residing at [address], who is presently employed with us and holding the position of [designation], to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the [Name of Reach(s)] sand reaches in response to the Tender Document, dated [date] including but not limited to signing and submission of all applications, affidavits, bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the authorities, representing us in all matters before the District Level Sand Committee (DLSC), and generally dealing with the DLSC in all matters in connection with or relating to or arising out of our bid for the sand reaches and/or upon award thereof to us and/or till the entering into quarrying lease deed.

For…….. (Signature,
name, designation and address)

Witnesses:

1.

2.

[Particulars of notarization]

Affidavit

(1) Instructions for submission of the affidavit

(a) The affidavit must be executed in India in accordance with Applicable Law and it must be in issued in accordance with the constitutional documents of the Bidder after obtaining all corporate approvals as may be required. The extract of constitutional documents and certified copies of the corporate approvals must be enclosed with the authorization letter. In case of Bidder being an individual, the affidavit must be personally signed by the Bidder.

(b) The affidavit must be stamped in accordance with Applicable Law.

(c) The affidavit must be signed by a person who is in full time employment of the Bidder and duly authorized to sign the same.

(d) The affidavit must be notarized on INR 100 NJS paper.

Format of Affidavit

Affidavit

I, [name] aged [age] years, resident of [address] [working as [designation] an authorized signatory on behalf of [name of the Bidder]] ("**Bidder**") hereby state as under:

1. I am filing this affidavit to place on record verification of facts and documents in connection with the tender process concerning [*name of the sand reach*].

2. [Insert separate paragraphs for each document brought on record on the website of the e-tender cum e-auction platform, in a chronological sequence].

3. That nothing has been concealed in the information submitted as mentioned above.

Solemnly affirmed and verified on this [day] day of [month] [year] at [place].
(Signature)

Name, Designation & Seal

VERIFICATION

I, [name], [the [designation of the deponent] of] the Bidder above named, having my office at [address], do hereby solemnly declare that what is stated above in paragraphs [1] to [number] are on the basis of the books and records of the Bidders, and verify that the contents of the above affidavit are true and correct, no part of it is false and nothing material has been concealed therefrom.

Verified at [day] day of [month] [year] at [place].

Deponent (Signature)

Name, Designation & Seal

ANNEXURE – B

MODEL AFFIDAVIT ON Rs. 100 NON-JUDICIAL STAMP PAPER

(AFFIDAVIT IN LIEU OF MINERAL DUES CLEARANCE CERTIFICATE)

I, ……, S/o or authorized representative of ……., R/o or Registered Office at ……., …….. Village/Street, …… Town / Mandal, …… District, do hereby solemnly affirm and state as follows that :

1. I / We / Partners / Directors of the applicant firm are not having any Mining Leases/ Quarry leases / Prospecting licenses for Major and Minor Minerals in any name in the State of Andhra Pradesh or else where. Hence, the payment of Mineral Revenue dues to the Govt., of Andhra Pradesh does not arise.

(OR)

If any leases for major/minor minerals are held in the state, please furnish the details of such leases, and MDCC issued by the competent authority

2. I / any one of the partners / directors of the applicant firm are not applied for or hold for more than two sand reaches in the State and no sand reach is under operation on my / ours name in the State or have applied for (1) …… Sand reach in ……. District and (2) …….. (Name of the reach) of …… District.

3. I have agreed on my own volition that I would abide to sell the sand at a price not more than the upper limit of sand sale price as prescribed by the State Government, i.e. Rs. 550 per cubic metre in the event of becoming successful bidder.

This affidavit is submitted in lieu of Mineral dues clearance certificate and not filing tenders for more than two sand reaches.

NOTARY DEPONENT

Note: Strike off whichever is not applicable.

ANNEXURE - C

MODEL AFFIDAVIT ON Rs. 100 NON-JUDICIAL STAMP PAPER

(DECLARATION OF NON-INVOLVEMENT IN CRIMINAL CASES)

I, ……, S/o or authorized representative of ……., R/o or Registered Office at ……..., …….. Village/Street, …… Town / Mandal, …… District, do hereby solemnly affirm and state as follows that:

1. I / We / Partners / Directors of the applicant firm has/have not committed any offense under Criminal Procedure Code or Indian Penal Code and no criminal cases are pending in the Hon'ble Court.

This affidavit is submitted towards a declaration to be submitted for filing Tender declaring the Applicant/any one of the partners or Directors of the firm are not involved in any Criminal case.

DEPONENT

NOTARY

Schedule II: Format for seeking clarification regarding Tender Document

(Applicable only for the Pre-Bid conference before submission of the Technical Bid in response to the Tender Document)

S. No.	Document	Clause No. and Existing Provision	Clarification Required	Suggested Text for Amendment, if any	Rationale for Clarification or Amendment

Schedule III: Technical details regarding online e-Tender cum-Auction

Cost of Tender Document:

Prospective Bidders may download the Tender document from MSTC website: www.mstcecommerce.com.

Bidders are required to remit non-refundable Tender Document Fee of Rs...../- (Rupees ..... only). Tender document fee is non-refundable. Document Fee may also be remitted through RTGS/ NEFT in the account, details of which are as follows:

EMD: Bidder(s) who intend to participate in e-tender cum e-auction should remit requisite EMD of the lot/lots which they wish to participate in the following account through RTGS/ NEFT. The EMD details of each lot are specified at Annexure A.

THE BIDDER(S) MUST COMPULSORILY INTIMATE THE DETAILS OF PAYMENT MADE THROUGH E-MAIL TO jakhtar@mstcindia.co.in GIVING THE FOLLOWING DETAILS:

1)MSTC E-AUCTION NUMBER (2) NAME OF BUYER (3) BUYER REGISTRATION NUMBER (4) UTR/TRANSACTION REF NO (5)DATE OF TRANSFER (6) NAME OF BANK (7) NAME OF BRANCH (8) CITY (9) LOT NO.

Bidders who remit Pre-Bid EMD through RTGS/NEFT should communicate MSTC Limited, Hyderabad in writing through Mail/Fax along with UTR Form duly attached, failing which they will not be allowed to participate in the e-tender cum e-auction.

In any case, the pre-bid deposits remitted either RTGS/NEFT transfers after the due date as above will not be accepted and Bidders will not be activated for participating in e-tender cum e-auctions. It is to be noted that “No payment by any third party on behalf of the successful bidder/bidders shall be accepted”. No interest shall be payable on the Pre-bid Deposit.

In case the successful bidder fails to submit Post bid Security Deposit within the period stipulated in tender document, the Pre-Bid EMD amount of such bidder will be forfeited and the said amount shall be transferred to Department of Mines and Geology, AP.

The EMD of un-successful bidders will be refunded as it is after the e-tender cum e-auction within 15 (Fifteen) days by MSTC.

The EMD of successful bidder shall be remitted to Department of Mines and Geology, AP.

The EMD does not carry any interest.

The Bidders who remit EMD and Tender Document Fee through RTGS/NEFT/ should communicate MSTC limited through Mail at jakhtar@mstcindia.co.in , Shri. Jamil Akhtar, Dy. Manager, Mobile:
+919391057727 along with UTR Number, failing which they will not be allowed to participate in the e-tender cum e-auction. In any case, the EMD received RTGS/NEFT transfers after the due date as above will not be accepted and Bidders will not be allowed to participate in e-tender cum e-auction. It is to be noted that no payment by any third party on behalf of the successful bidder/bidders shall be accepted.

Account No. 3632002100053805

Name of the Bank: Punjab National Bank

Name of The branch: Somajiguda, Hyderabad

IFSC Code: PUNB0363200

The Bidders who are interested to participate in the e-tender cum e-auction should get themselves registered with MSTC as buyer at least 2 (two) working days prior to the last date and time of submission of Technical Bids.

REGISTRATION PROCEDURE

Requirement:

I. One PC (Computer) with Internet connection. II. Email address. III. Registration with http://www.mstcecommerce.com as buyer.

Operating System:

Windows 98/XP-SP3 & above/Windows 7. . IE-6 and above Internet browser. I. To enable all ActiveX controls and disable 'use pop up blocker' under Tools→ Internet Options→ custom level and protected mode to be turned off/disabled.

In case PC or Internet Connection is not there the website can be accessed from any cybercafé.

How to register with http://www.mstcecommerce.com

I. Log on to our website at http://www.mstcecommerce.com

II. Then click on the link **'Register' and then click to Register on General e-auction.** GENERAL TERMS & CONDITIONS OF e-AUCTION will appear on the screen. Scroll down to the bottom of the page where two options will be there: (a) Register as Buyer and (b) Register as Seller.

III. Select and click on "Register as Buyer" option.

IV. BUYER SPECIFIC TERMS & CONDITIONS will appear next on the screen. Scroll down to the bottom of the page where again two options will be available: 'Agree' and 'Disagree'.

V. Select and click on 'Agree' button.

VI. Buyer's Registration Form will appear on the screen. Choose "General e-auctions" in buyer type and fill up the desired information.

VII. All fields marked with * are mandatory and must be filled in.

VIII. Select your User ID and Password and keep a note of the same.

IX. Please ensure that the email address given is a valid one and is presently active.

X. After filling up the form click on the 'Submit' button.

XI. The next page may not be relevant to you. Please fill up only relevant fields and click on 'Preview' button. All the information typed in the form will be displayed to you for verification. If the information entered is correct then click on 'Submit' button. On successful registration the system will send you an email containing your unique buyer registration Number and also inform you instantly to submit 'Registration Fee' and the following relevant documents.

The documents as mentioned below and the registration fee of Rs.11450/- (Rs. 10000 plus service tax of Rs. 14.5%), can be submitted at any of our offices in India whose address is available on the website itself or **Click Here** for MSTC offices. Copies of the documents to be submitted should be attested by a Gazetted Officer or Chartered Accountant or a Public Notary or the original documents should be produced for verification.

On submission of documents your account will be activated and you will be issued a 'Photo Identity Card', which has to be collected from MSTC offices. 'Photo Identity Card' will be issued by same MSTC office where you have submitted the documents.

Documents to be submitted at any office of MSTC for activation of Registration:

(i) Duly signed print out of the email received from MSTC regarding confirmation of online Registration.

(ii) Income Tax PAN Card Original & Photocopy (the Original will be returned after verification). In case of Partnership firm, PAN of the firm and that of the Authorized partner.

(iii) In case of Partnership firm, Notarized copy of Partnership deed and in case of Limited Company Memorandum and Articles of Association.

(iv) Latest Income Tax Return Original & Photocopy (the Original will be returned after verification).

(v) Sales Tax/VAT Registration Certificate Original & Photocopy (the Original will be returned after verification).

(vi) Registration Fee of Rs.11, 450/- (Non-Refundable) by DD / PO favoring MSTC Ltd. Payable at respective Region/Branch for life time validity.

(vii) Signature of the Proprietor/Partner/Director verified by Bank on Bank's Letterhead. If such verification is done on Customer's Letter-head, then the full Address of the Branch of the Bank must be mentioned along with authorized Bank official seal.

"Click here for Bank E-Mandate Form"

(viii) Two identical Passport-size Colour Photographs of the Proprietor / Partner / Director (For issue of Photo ID Card by MSTC). In case of Proprietorship / Partnership Firm, the Proprietor / Partner will be required to personally visit MSTC's Office for signing the Photo ID Card.

(ix) Board Resolution for Authorization in case Limited company and PAN Card Original & Photocopy of Authorized person.

Preparation and Submission of Bid

The complete process of bid submission will be divided into 2 stages as follows:

Stage 1: Technical Bid Preparation and Upload of Technical Bid:

(i) The Technical Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language.

(ii) The Technical Bid submissions and accompanying information shall be complete and strictly as per the requirements in the Tender Document.

(iii) The Technical Bid submissions shall be duly signed by an authorized person/an Officer of the bidder's organization with the firm's seal.

Documents as specified below should be uploaded in the technical bid:

- Copies of IT return for last two years along with copy of PAN card
- Copy of Aadhar
- A notarized affidavit on INR 100 NJS paper declaring the leases for major and minor minerals held by the bidder in the state of AP and no mineral revenue dues to the Government of AP and abide to sell the sand at a price not more than the upper limit of sand sale price as prescribed the State Government
- A notarized affidavit on INR 100 NJS paper declaring that no criminal cases are booked against the Bidder
- Certificate of Net worth -Proforma for Submission of Bidder Certificate- Form no.13 (As Annexed)

Evaluation of Technical Bid:

Technical Bids shall be evaluated in the manner provided in the Tender Document.

Bidding Process:

(i) The Bidders who meet the technical criteria, submission of tender document fee and submission of requisite EMD will be eligible for the next stage of the selection process i.e. e-auction (e-tender cum e-auction). The date and time of the e-tender cum e-auction shall be communicated to the shortlisted/ eligible Bidders by Department of

Mines & Geology, A.P.

(ii) Department of Mines & Geology, A.P will inform the shortlisted/ eligible Bidders to participate in the e-Tender cum e-Auction process.

(iii) Only the shortlisted/ eligible Bidders can participate in e-tender or e- auction.

(iv) The bid value shall be the basic price of the material exclusive of all applicable levies, duties, taxes etc., in per cubic metre in INR.

Procedure to participate in e-tender cum e-auction: Open website www.mstcecommerce.com, Click on „E-Auction tab on the left side of the page and select „e-Auction for Govt. of AP & Telangana, then Enter using your User ID and password and Select „Buyer from the drop down box, Click on „View Details, Click on „View Live Auctions, Select „ e- Tender cum e-Auction Number . On clicking on the auction number, the system will prompt a pop-up message for selecting either e- tender or e- auction. Bidder may select accordingly as per his choice and follow the procedure for e-tender and/ or e-auction as detailed below:

(v) **Procedure for participating e-Tender**

The e-tender form for bidding will appear with all details. Now, you can type your bid against the reach of your choice and click on „BID button to submit your bid. Once a bid is registered against a reach, the „BID button against that reach will get disabled and you cannot bid against the same reach again. To view your bid, you may click on the link „Your Bid and see the bid and bid date and time. e-tender opening time & closing time, mentioned in the e-tender cum e-auction catalogue may be treated as Indian Standard Time (IST)only. The e-tender will not be appearing during the extended e-auction time. Bidders can submit bid amount in e-tender with Minimum Price or Minimum Price plus any amount in multiples of Rs. 2 per Cubic Metre

(vi) **Procedure to participate in e-auction:** To participate in e-Auction, choose e-Auction as your mode of bidding. The auction floor will open up with relevant details. Bidding is to be done reach wise per Cubic Metre. e-Auction period will be of 3 (three) hours duration subject to automatic extension. If any valid bid is received in less than 8 minutes before closing time, closing time will automatically extend up to last bid time plus 8 minutes, thus giving enough opportunity to others to revise their bids on that e-auction. The process will continue. The e-auction will close at a time when there will be no bid for consecutive 8 minutes. While during normal and extended period of e-auction, bidders can increase bid amount by a minimum of Rs. 2 per Cubic Metre.

(vii) Seller/MSTC will not provide any computer terminal for bidders and it is the whole responsibility of the bidders to arrange themselves.

E-tender cum E-Auction Result/Status:

(i) It must be personally seen by the Bidders online through the link „E- auction Lot Status immediately after closing of e-auction which will be displayed up to 7 (Seven) days from the date of closing of e-auction (excluding the date of closing of e-auction).

(ii) After closing of e-tender and e-Auction, an evaluation list of Bidders will be prepared in the order of ranking as overall H1 (Highest Bidder), H2 (second highest) and so on from both e-tender and e-auction.

(iii) In case two or more Bidders quote the same price the ranking will be done based on the following criteria:

If same rates are quoted in e-Auction as well as e-Tender which happens to be H1 then in order to consider one out of the two as H1, the Bidder who quoted the H1 rate first out of the e-Tender and e-auction will be treated as H1.

Bidder's Certificate

(To be filled by the bidder, on this company's letter head)

From,

To

M/s. MSTC Limited
Door No.6-3-635 & 637
Office No.201, 2nd floor,
Akash Ganga Complex, Khairtabad
Hyderabad-500004
Ph: 040-23301039
Fax: 040-23301049

Form No.13

Dear Sir,

Sub: Submission of required technical Documents and EMD details to participate in sand reaches e-tender cum e-auction

Ref: E-Auction No: ----------dated ----------

We are registered buyer with MSTC M/s. (Name of the bidder)…… with registration number ……., have gone through the terms and conditions of e-tender cum e-auction Catalogue and hereby unconditionally accepting all the terms and conditions specified therein.

I am willing to participate in this e-tender cum e-auction duly submitting the required technical Documents along with requisite EMD as details furnished below,

S.No	Lot .No	EMD DETAILS					
		DD/PO			RTGS		
		Bank	Amount	Date	Bank	UTR No.	Date

Kindly permit us to participate in the aforesaid lots of referred e-tender cum e-auction.

Yours Faithfully

Signature of the Bidder

Seal/ Stamp of the Bidder

Date:

Schedule IV: Format of Lease Deeds, Returns & Transit Forms

FORM S-4
Lease Deed for Sand Reach
(See Rule 9-F(6))

This agreement entered into on this _____day of _____of _____ between the District Level Sand Committee represented by its Member Convenor and Assistant Director of Mines & Geology _____District on behalf of Government of Andhra Pradesh, referred to as the Lesser, which expression shall unless repugnant to the subject or context mean and include its successors, assignees and representatives etc., on one part.

A
N
D

Sri/M/s. _____S/o. _____residing at

_____hereinafter referred to as the Lessee) which expression shall include its successors in interest, legal representatives etc., on other part.

Whereas the District Level Sand Committee vide notification No._____ dated:_____invited online applications for extraction of sand from the Sand reach in between the following Geo-Coordinates situated in Sy.No. _____
_____Village of
_____ Mandal and _____ District and transportation to the specified stockyard at Sy.No. _____Village _____Mandal through e-tender cum e-auction system and disposal of sand from the authorized stockyard.

Geo- Co-ordinates (with Datum)

The District Collector _____District granted the sand reach vide Proceedings No. _____, dt:_____. This lease is subject to the extent, terms & conditions of notification and Andhra Pradesh Minor Mineral Concession Rules 1966.

NOW IT IS MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. SCOPE OF THE WORK:
   (i) The lessee shall extract sand within the given Geo co-ordinates from the sand reach situated at _____, & _____, transport to the specified stockyard by tractors having capacity not more than 3 Cu.Mt. and dispose sand from the reach/stockyard at the rate fixed as per rules.

2. PERIOD OF THE LEASE:
   (i) The lease deed shall be in force with effect from _____and shall expire on _____
   (ii) The period of lease shall not be extended.
   (iii) The lease is not transferable.

3. QUANTITY OF SAND TO BE EXTRACTED:

i. The Lessee shall extract sand manually.

ii. The Lessee shall extract the indicated quantity from the specified sand bearing area as notified, during the period of agreement in consonance with Approved Mining Plan/Environment Clearance/ Consent for Establishment & Operation.

iii. The Lessee while extracting sand shall confine to the thickness specified in the Approved Mining Plan and to the boundaries notified.

iv. The Lessee shall extract indicated quantity of sand during the period of agreement and transport to specified stockyard duly paying prevailing Seigniorage Fee and other incidental charges there upon in advance from time to time.

v. The Lessee shall obtain Mineral Dealer License as per A. P. Mineral Dealer Rules, 2000 for stocking of sand from the specified sand bearing area.

vi. The Lessee shall dispatch sand from the specified stockyard after obtaining Transit Passes in Form-E from the competent authority.

vii. The Lessee shall maintain true records of dispatch of sand from the specified sand bearing area to the specified stockyard and shall file daily e-report on the quantity of sand extracted to the Member Convenor/Joint Collector/District Level Committee and Asst. Director of Mines & Geology concerned.

viii. The Lessee shall maintain true records of dispatch of sand from the specified stockyard and file returns to the competent authority as per A.P. Mineral Dealer Rules, 2000.

4. Conditions: The lessee shall

I. Abide by the conditions and the rules made under River Conservancy Act, 1884, Andhra Pradesh Water Land & Trees Act 2002 and Environment Protection Act 1986 and subsequent amendments issued by the State and Central Governments from time to time.

II. The lessee shall extract and transport at least 70 percent of the production target mentioned for the month in the Approved Mining Plan and Environmental Clearance issued. When the lessee unable to extract and transport minimum 70% of the production as per the Approved Mining Plan and Environmental Clearance, the lease holder liable to pay penalty of an amount equivalent to the Seigniorage fee and other applicable charges on the un-dispatched balance quantity from the minimum 70 percent production.

III. Conduct operations as stipulated in these Rules and in accordance with the conditions imposed in Approved Mining Plan & Environment Clearance issued by MoEF, CFE & CFO issued by APPCB.

IV. Not carryout quarrying within 500 Meters of any existing structure such as bridges, dams, weirs or any other cross drainage structures. The local officials of the respective departments shall protect their structures and to establish and maintain a signboard at periphery of 500 mts distance indicating that no sand mining is allowed.

V. Not allow Tractors carrying sand to ply over the flood banks except at cross points or bridges.

VI. Extract Sand manually and shall not use machinery for extraction of sand.

VII. Extract and dispatch sand to the specified stock yard along with Form-S10 through Tractors only of each 3 Cum. No direct sale of sand shall be made directly from the sand reach.

VIII. Obtain transit passes from the Member-Convener under the Andhra Pradesh Mineral Dealer Rules, 2000 to sale sand from the stockyard.

IX. Abide to sell sand at not more than the upper limit of the sale price as prescribed by the State Government.

X. Maintain daily production and dispatch register in Form-S7, Form-S8 or Form-S9 as the case may be.

XI. Furnish online returns prescribed under various statutes to the Member-Convener.

XII. Extract sand from the specified sand bearing area in a systematic manner as per approved mining plan and Environment Clearance issued by Ministry of Environment and Forests.

XIII. Not use Tractors more than 3 Cu. Mt. capacity for transportation of sand from specified sand bearing area to stock yard.

XIV. Use the ramp points permitted by the Executive Engineer/ River Conservator.

XV. Not allow tractors carrying sand to ply over the flood banks except at approved ramp points.

XVI. Use the paths authorized by the Tahsildar concerned to approach the specified sand bearing area.

XVII. Not extract sand more than the permitted quantity and beyond the specified thickness. Sand extracted beyond the specified boundaries or in excess of permitted thickness shall be treated as unauthorized sand extraction and liable for penalization.

XVIII. Erect and maintain at his own expense, boundary pillars at each corner or angle in the line of boundary of the Specified Sand Bearing Area allotted.

XIX. A penalty of Rs 2000 per Cu. Mt. or Rs 1,00,000/-, whichever is higher, shall be levied for quarrying of sand beyond the specified limits or in excess of thickness permitted.

XX. In the event of contravention of any of the conditions/rules during extraction of sand, the District collector shall, after giving a notice of (7) days, terminate the lease, forfeit the security deposit paid at the time of execution of lease deed and take possession of the area.

XXI. The sand extracted from the lease and not removed from the stockyard by the successful bidder before the date of expiry of the Mineral Dealer License, shall dispatch within 15 days. If the successful bidder does not remove the extracted sand from the stockyard area within the said period, it shall be the property of the Government and the District Level Sand Committee (DLSC) shall dispose the same in through e-tender cum e-auction.

5. SAND LEASE GRANTED THROUGH E-TENDER CUM E-AUCTION IS NOT TRANSFERABLE.

6. FAILURE AND TERMINATION:

The granting authority shall terminate the lease agreement, forfeit the security deposit and take possession of the area, order for seizure of sand stocks from the specified stockyard on contravention of any of rules and conditions of the agreement.

LESSEE LESSOR

FORM S-6
Lease Deed for De- Silting from Reservoirs, Tanks etc.,
(See Rule 9-F(6))

This agreement entered into on this _____day of _____of _____ between the District Level Sand Committee represented by its Member Convenor and Assistant Director of Mines & Geology _____District on behalf of Government of Andhra Pradesh, referred to as the Lesser, which expression shall unless repugnant to the subject or context mean and include its successors, assignees and representatives etc., on one part.

AND

Sri/M/s. _____S/o. _____residing at _____ hereinafter referred to as the Lessee) which expression shall include its successors in interest, legal representatives etc., on other part.

Whereas, the District Collector _____District granted lease in favour of _____ to de-silt sand _____ Reservoir/Tank vide Proceedings No. _____, dt:_____in _____District for the area specified below:

Sl. No.	Name of the Reservoir	Location of the proposed area	Estimated reserves of sand (Cu.Mts.)	Details of ramp point

This lease is subject to the extent, terms & conditions of notification and Andhra Pradesh Minor Mineral Concession Rules 1966.

NOW IT IS MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. SCOPE OF THE WORK:

(i) The lessee shall de-silt sand from the area specified in the allotment proceedings No. _____, dt:_____situated in _____, Reservoir/Tank and transport the sand sourced out of the de-siltation to the specified stockyard by tractors having capacity not more than 3 Cu.Mt. and dispose sand from the specified stockyard at the rate fixed as per rules.

2. PERIOD OF THE LEASE:

(i) The lease deed shall be in force with effect from _____and shall expire on _____

(ii) The period of lease shall not be extended.

(iii) The lease is not transferable.

3. QUANTITY OF SAND TO BE DE-SILTED :

(i) The Lessee shall de-silt a quantity of _____ Cum of sand only from the allotted area, during the period of agreement and transport to specified stockyard duly paying prevailing Seigniorage Fee and other incidental charges and obtain e-Transit Forms in S-12 in advance from time to time.

(ii) The Lessee shall obtain Mineral Dealer License as per A. P. Mineral Dealer Rules, 2000 for stocking of sand sourced from de-siltation of the allotted area.

(iii) The Lessee shall dispatch sand from the specified stockyard after obtaining Transit Passes in Form-E from the competent authority.

(iv) The Lessee shall maintain true records of de-siltation and dispatch of sand from the allotted area to the specified stockyard and shall file daily returns in Form S-9 to the Member Convenor/Joint Collector/District Level Committee and Asst. Director of Mines & Geology concerned.

(v) The Lessee shall maintain true records of dispatch of sand from the specified stockyard and file returns to the competent authority as per A.P. Mineral Dealer Rules, 2000.

4. CONDITIONS: The lessee shall

(i) Abide by the conditions and the rules made under River Conservancy Act, 1884, APMMC Rules, 1966 and APMD Rules, 2000.

(ii) Dispatch sand from the allotted area to specified stock yard duly obtaining e-way bill in Form S-12 from the Member Convenor.

(iii) Maintain daily production and dispatch register and statutory returns/ clearances prescribed under various statutes at the allotted area and stockyard.

(iv) De-silt sand from the leased area in a systematic manner as per the guidelines issued by the I & CAD Dept. from time to time

(v) Use the ramp points permitted by the Executive Engineer/ River Conservator.

(vi) Abide to sell sand at not more than the upper limit of the sale price as prescribed by the State Government.

(vii) In the event of contravention of any of the conditions/rules during the tenure of de-siltation of sand, the District collector shall, after giving a notice of (7) days, terminate the lease, forfeit the security deposit paid at the time of execution of lease deed alongwith the other amounts available if any.

(viii) The sand de-silted from the permitted area of the reservoir and not removed from

the stockyard by the successful bidder before the date of expiry of the Mineral Dealer License, shall dispatch within 15 days. If the successful bidder does not remove the extracted sand from the stockyard area within the said period, it shall be the property of the Government and the District Level Sand Committee (DLSC) shall dispose the same in through e-tender cum e-auction.

5. LEASE GRANTED THROUGH E-TENDER CUM E-AUCTION IS NOT TRANFERABLE.

6. FAILURE AND TERMINATION:

The granting authority shall, after giving an opportunity, terminate the agreement of allotment, forfeit the security deposit and order for seizure of sand stocks from the specified stockyard on contravention of any of rules and conditions appended to the grant order for the purpose of de-siltation of sand from the allotted area and disposal from the specified stockyards.

LESSEE LESSOR

FORM S-7
DAILY PRODUCTION AND DISPATCH RETURNS FOR SAND REACH
(See Rule 9-L(15))

Sl. No	Name and Address of the lessee	Location of the sand reach	Extent in Hect.	Quarterly Seigniorage fee particulars	Monthly production target as per AMP / EC.	Quantity of sand extracted on dt.___	Quantity of sand dispatched to specified stock yard on dt.____	Total quantity of sand dispatched for that month.	Balance quantity for the month. (7-9)
1	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***

FORM S-9
DAILY PRODUCTION AND DISPATCH RETURNS FOR DE-SILTATION OF SAND FROM ALLOTTED AREA
(See Rule 9-L(15))

Sl. No	Name and Address of the lessee	Location of the allotted area	Seigniorage fee payment particulars	Proportionate quantity	Quantity of sand extracted on dt.___	Quantity of sand dispatched to specified stock yard on dt.____	Total quantity	Balance quantity
1	***2***	***3***	***5***	***6***	***7***	***8***	***9 (7+8)***	***10 (6-9)***

FORM S-10
Transit Form for Sand Reach
(See Rule 9-L(11)

Way Bill No.
District Code._____Book No. _____

1.	Name & Address of the Lessee	:	
2	Description of specified sand bearing area a) Name of the area b) Village c) Mandal	:	
3.	Date and time of issue	:	
4.	Quantity under transportation	:	3.00 Cu. Mt.
5	Vehicle No.	:	
6	Location of specified Stockyard a) Survey No. b) Village c) Mandal	:	
7	Date and time of receipt at Stockyard	:	

Signature of the Lessee/
Authorized representative.

Signature of the issuing authority

Note:

1. Overwriting in any form in the way bills makes it invalid.
2. The driver shall carry the duplicate stamped copy of the way bill and handover it to the authorized person of the lessee at the designated stockyard.
3. The original Transit Form shall be surrendered to the issuing authority concerned within 15 days from the date of dispatch and the duplicate form shall be retained by the lessee to obtain transit passes.
4. The tractor driver shall produce the way bill to any authorized authority for checking purpose.

Code No. **FORM – E** **Original : White**

Pink

Yellow

TRANSIT PASS **Duplicate :**

(See Rule 6 of APMD Rules, 2000) **Triplicate : GOVERNMENT**

OF ANDHRA PRADESH
DEPARTMENT OF MINES AND GEOLOGY

Transit Pass Book No. _____ Sl.No._____
Transit Pass

1. Name and Address of Consignor : (Holder of M.D.L.)
2. Name and address of consignee :
3. Name of the mineral : Ordinary Sand
4. Quantity :
5. Approximate value of mineral : being carried _____cubic meters
6. (a). Date and time of dispatch : Time _____Date _____
(b). Place from which is to be : Transported
(c). Destination to which minerals: is being transported
(d). Number and details of permit: issued by ADM&G indicating payment of Royalty seigniorage on mineral being transported
7. (i). Mode of transport :
(ii). Carrier Registration No. :
8. Name and address of vehicle driver :
9. Way bill No. :

Signature with date (a) Consignor, (b). Driver Signature and seal of Issuing Authority.

Note : 1. No over writing should be done
2. The original copy and the book has to be returned to the concerned authority after the book is exhausted.
3. The vehicle driver shall carry two copies of the transit pass during transit.

FORM S– 12
Transit Form for de-siltation
(See Rule 9-L(11)

Way Bill No.
District Code _____Book No. _____

1. Details of area of de-siltation/removal of sand
2. Name & Address of the Consignee Department
3. Work agreement No. & Date
4. Due date for completion of the work
5. Details of destination (work site)
   a) Village
   b) Mandal

6. Date & Time of issue
7. Vehicle No.
8. Quantity : _____cum

Signature of the Site In-charge Signature Issuing Authority

Note:

1. Overwriting in any form in the way bills makes it invalid.
2. The driver shall carry the duplicate stamped copy of the way bill and hand over it to the consignee department at work site as evidence of payment of Seigniorage fee.
3. The driver of the vehicle shall produce the way bill to any authorized checking authority.
4. The Government Department shall properly retain the way bill as token of evidence having exempted from payment of Seigniorage Fee and shall retail as evidence to be produce as and when demanded.
5. Original way bills shall be surrendered to the issuing authority as record.